

RESOLUTION NO. 296

A RESOLUTION APPROVING THE AGREEMENT FOR ENGINEERING SERVICES WITH WESTECH ENGINEERING INC. SALEM, OREGON, DURING THE CONSTRUCTION OF LOCAL IMPROVEMENT DISTRICT NO. 6 FAS-C-RS-A619 BOECKMAN BRIDGE PROJECT.


WHEREAS, the City staff has reviewed the February 2, 1983, modification to April 20, 1982, agreement for Engineering Services with Westech Engineering Inc. during the construction of Local Improvement District No. 6 FAS-C-RS-A619 Boeckman Bridge Project on the above and recommends same, attached hereto as Exhibit "A" to the City Council for approval, and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) by staff, and


WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilsonville does hereby adopt the February 2, 1983, modification of April 20, 1982, agreement for engineering services with Westech Engineering Inc. attached hereto as Exhibit "A", therein and further instructs that action appropriate to this approval be taken.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 22nd day of February, 1983, and filed with the Wilsonville City Recorder this same day.

  
WILLIAM G. LOWRIE, Mayor

ATTEST:

  
DEANNA J. THOM, City Recorder



# Westech Engineering, Inc.

CONSULTING ENGINEERS AND PLANNERS

PRINCIPALS

C. H. STEKETEE, P.E.  
H. C. FERRIS, P.E.  
J. M. SCHUETTE, P.E.

3421 - 25th St. S.E.  
SALEM, OREGON 97302

Telephone 585-2474

February 2, 1983

City of Wilsonville  
PO Box 220  
Wilsonville OR 97070

RE: LID #6 Realignment of Wilsonville Road, JO 419 R-6

ATTENTION: Mr. Larry Blanchard, Director of Public Works  
Honorable Mayor and City Council

Gentlemen:

This letter is meant to be an addendum to our letter to the City dated April 20, 1982 (a copy of which is attached) dealing with the engineering services and fees to be charged for work on the above project. Tasks 1-11 as outlined in that letter, have now been completed.

In a recent meeting involving State Highway officials, City officials, and County officials, together with representatives from Westech and OBEC, it was decided that the City would not be able to supply a full time inspector for this project and that Westech, as lead consultant, should provide these services. Therefore, we propose to modify the services outlined under Task 12 in the April 20, 1982 letter as follows:

Task 12 - Provide services for the roadway project (OBEC to provide construction engineering for the bridge) during construction, including:

- A. Office engineering including providing consultation and advice during the project, preparation of preliminary and supplementary sketches required to resolve actual field conditions encountered, checking detailed construction and shop drawings submitted by contractors for compliance with design concepts, reviewing laboratory, shop and mill test reports, and preparation of additional plans and/or specifications or change orders as necessary and/or desirable.

- B. Make periodic field observations of work in progress and provide appropriate reports to the City, State Highway Department, and others involved in the project.
- C. Provide the service of a full time qualified inspector during the course of the construction work who will inspect the work done on the project, will make field tests and observations as is appropriate, will keep the records and other documents required by the Oregon State Highway Department, and other, and will provide the services normally provided by a resident inspector.
- D. Set up and conduct quality control tests and coordinate with State Highway Department testing requirements as is appropriate and required. To the extent possible, we will use the State Highway Department Laboratory for laboratory testing.
- E. Make final inspections and reports of the completed project, prepare a final punch list as is appropriate, and issue the certificate of completion together with final payment recommendations.
- F. Coordinate with, and provide liason with, State Highway Department officials, County officials, OBEC engineers, and others.
- G. After project completion, provide the project documentation required by the State Highway Department and others, and prepare and make copies available of "as-built" plans.

We propose to provide all such services for the grant eligible portions of this project under a separate contract with Clackamas County first to the extent that federal funds will be provided for such services. If, as is now expected, the extent of the construction engineering services required exceed the limits of federal funding for such services, we propose to provide the services under this agreement with the City of Wilsonville in accordance with the hourly billing rates shown on the attached sheet.

Westech Engineering Inc. shall secure and maintain such insurance as will protect them from claims under Workman's Compensation acts and from claims for bodily injury, death, or property damage resulting from the performance of Westech Services under this Agreement, and shall hold the City harmless from negligence on the part of Westech Engineering Inc.

In the event any legal action is brought by either the owner or Westech Engineering Inc. to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions of this agreement, the prevailing parties shall reimburse by the losing party such reasonable amounts for fees cost and expenses as may be set by the court.





# Westech Engineering, Inc.

CONSULTING ENGINEERS AND PLANNERS

RECEIVED  
APR 23 1982  
CITY OF WILSONVILLE

PRINCIPALS  
C. H. STEKETEE, P.E.  
H. C. FERRIS, P.E.  
J. M. SCHUETTE, P.E.

3421 - 25th St. S.E.  
SALEM, OREGON 97302

Telephone 585-2474

April 20, 1982

City of Wilsonville  
PO Box 220  
Wilsonville OR 97070

RE: L.I.D. #6, Realignment of Wilsonville Road, J.O. 419 R-6

ATTENTION: Mr. Larry Blanchard, Director of Public Works

Dear Larry:

It appears that we are now getting close to being able to proceed with the preparation of plans and specifications for the LID #6 projects. As we've explained in the past, we recommend that OBEC Engineering undertake the bridge design project, which will not be federally funded, and Westech undertake the grading and street design work, project liaison and coordination, and overall project management. The grading and roadwork will be federally financed, and will need to be coordinated with, reviewed by, and approved by the State Highway Department and federal officials.

With these understandings, we had OBEC Engineers submit a contract for design services between the City of Wilsonville and themselves to us. We have reviewed that contract, have returned it to them with several minor comments, and will soon be receiving a revised copy thereof. If that contract appears acceptable to us, we will forward it to you with a recommendation that the contract be executed. The services that Westech proposes through the design phase of the project and during construction are as follows:

1. Meet with City, County, State and Federal officials regarding the project to determine and review criteria, engineering designs, and other such matters.
2. Coordinate and review the land acquisition process, and provide information for State Highway review thereof.
3. Complete surveying and mapping as required for design. Centerline monuments will be set, and appropriate property pins will be located and/or set.

4. Coordinate and review OBEC's efforts.
5. Prepare roadway designs per State Highway requirements, and job needs.
6. Provide soils testing for design, pavement design services, and utility coordination.
7. Draft final construction plans.
8. Prepare construction specifications and contract documents.
9. Review plans and specifications with the City, County officials, State Highway officials, etc.
10. Make revisions as appropriate.
11. Provide services during the bidding phase of the project including the answering of questions from prospective bidders, addendums, general review and advice during the bidding process, attending the bid opening, reviewing bids, and making recommendations for awards of contracts.
12. Provide services during construction including:
  - a. Office engineer including providing consultation and advice during the project, preparation of preliminary and supplementary sketches required to resolve actual field conditions encountered, checking detailed construction and shop drawings submitted by contractors for compliance with design concepts, reviewing laboratory, shop and mill test reports, and preparation of additional plans and/or specifications or change orders as necessary and/or desirable.
  - b. Make periodic field observations of work in progress, and provide appropriate reports to the City.
  - c. Work with, and coordinate with the City's inspector and Public Works Director during construction.
  - d. Set up and suggest quality control tests and inspection procedures accomplished by the City's inspector or others as is appropriate.
  - e. Make final inspection and report of completed project, prepare final punch list as is appropriate, and issue the certificate of completion together with final payment recommendations.
  - f. Coordinate with, and provide liaison with, State Highway Department officials, County officials, OBEC engineers, and others.
  - g. After reviewing a copy of project plans from the City's

inspector which shows how the project was actually built, we will provide "as-built" drawings of the project, and will provide copies of such drawings.

We propose to provide services 1 through 11 as outlined above for the lump sum fee of \$22,330. These are the services that we foresee as being required prior to the award of the construction contract. We propose to provide the services outlined in task 12 at out hourly billing rates in accordance with the attached schedule. The extent of these services cannot be accurately determined at this time, and will be determined by a number of matters over which we have little or no control. We estimate that the cost of the services to be provided by task 12 won't cost over \$20,000 and suggest that you budget accordingly.

If you have questions regarding any of these matters, or need additional information, please don't hesitate to call us.

Very truly yours,

WESTECH ENGINEERING, INC.



---

C. H. Steketee, P.E.

CHS:lh  
Enc.

Effective January 1, 1983 to July 1, 1983

Hourly Rate Schedule

Engineer VII	\$62.00/hour
Engineer VI	\$44.00/hour
Engineer V	\$38.00/hour
Engineer IV	\$36.00/hour
Project Engineer III	\$30.00/hour
Design Engineer II	\$27.00/hour
Design Engineer I	\$25.00/hour
Sr. Designer	\$27.00/hour
Designer	\$25.50/hour
Technician IV	\$25.50/hour
Technician III	\$24.00/hour
Technician II	\$22.50/hour
Technician I	\$21.50/hour
Secretary/Clerical	\$22.00/hour
Mileage	\$00.25/mile

Outside services sublet through Westech at direct cost plus 10 percent.