

**RESOLUTION NO. 1233**

**A RESOLUTION OF THE CITY OF WILSONVILLE EXEMPTING THE CITY FROM COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DAVID EVANS & ASSOCIATES, INC. TO PROVIDE PHASE 1 ENGINEERING SERVICES FOR THE PUBLIC IMPROVEMENTS ASSOCIATED WITH LOCAL IMPROVEMENT DISTRICT #12-95-ST, CANYON CREEK ROAD NORTH.**

WHEREAS, on June 5, 1995, the City of Wilsonville City Council adopted Resolution No. 1179 which declared the City's intent to initiate formation of a Local Improvement District (LID) No. 12-95-ST, as defined in ORS 223.387. The costs of which are to be paid by special assessment according to the benefits received for the purpose of constructing sanitary sewer, storm drain, water, and street improvements in the area in and around Canyon Creek Road North.

WHEREAS, Resolution No. 1179 also directed the preparation of Engineer's and Financial Investigation Reports in conformance with Wilsonville Code Section 3.214 and 3.218, which sections outline the information to be contained within said reports; and

WHEREAS, the City's consultants David Evans and Associates, Inc. have prepared and City staff have reviewed the Engineer's and Financial Investigation Reports and have determined that said reports have been prepared in accordance with Wilsonville Code Sections 3.214 and 3.218; and

WHEREAS, on October 2, 1995, the City Council adopted Resolution No. 1222 accepting the Engineer's and Financial Investigation Reports for LID No. 12-95-ST; and

WHEREAS, on November 20, 1995, the City Council adopted Resolution No. 1230 declaring the City's intent to proceed with the public improvements known as LID 12 and directing the preparation of plans and specifications; and

WHEREAS, City staff now desires to proceed with the design and construction of public improvements associated with LID No. 12-95-ST and seeks the services of a private consulting engineering firm to provide the professional services for the subject project; and

WHEREAS, the LID participants by petition requested that David Evans and Associates, Inc. provide the professional services for the public improvements in association with LID No. 12-95-ST, and City staff concurs in order to take advantage of their familiarity with the site and the project, and be able to proceed in a timely manner; and

WHEREAS, after reviewing the fees associated with providing the requested professional services, City Staff have determined that the fees for the services have been found to be equitable; and

WHEREAS, these Oregon Revised Statutes 279.011(5), Section 2.310(1)(a) of the Wilsonville code define public contracts as being other than agreements for professional services. The contract to be awarded for engineering services is for professional services; and

WHEREAS, Section 2.312 of the Wilsonville Code states that the council is hereby designated as a local Contract Review Board and relative to contract concerns for the City, shall have the powers granted to the State Contract Review Board; and

WHEREAS, Section 2.314(1) states that "all contracts shall be based upon competitive bid with certain exceptions," which the city interprets to mean public contracts, but in the event it is construed to apply to any contract, the City recites and finds as set forth below; and

WHEREAS, additionally, Section 2.314(2) states that the Board may, by Resolution, exempt other contracts from competitive bidding if it finds (a) the lack of bids will not result in favoritism or substantially diminish competition in awarding the contract; and (b) the exemption will result in substantial cost savings. In making such a finding the Board may consider the type, cost amount of the contract, number of persons available to bid and such other factors as the Board may deem appropriate; and

WHEREAS, Oregon Revised Statutes 279.105 competitive bidding exemptions will also allow exemptions as stated in the City Code; and

WHEREAS, after reviewing the fees associated with providing the requested Phase 1 professional services, staff has determined that the fees for the services as proposed by David Evans & Associates are found to be fair and reasonable.

WHEREAS, these fees for Phase 1 are not to exceed \$414,600.

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

1. That the City Council, serving in its role as local Contract Review Board, will hereby exempt the award of professional services for LID #12-95-ST from competitive bidding.
2. That the City Council, serving as the local Contract Review Board, does hereby approve and authorize the execution of a Professional Services Agreement by and between the City and David Evans and Associates, Inc., to provide Phase 1 professional services for the referenced project, a copy of which is marked Exhibit "A", attached hereto and incorporated herein.

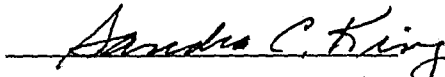
3. Authorize the expenditures for this contract not to exceed \$414,600 plus 10% contingency from:

Account	Amount
540-49130-5000-437	\$4,059,000

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 18th day of December, 1995, and filed with the Wilsonville City Recorder this date.

  
GERALD A. KRUMMEL, Mayor

ATTEST:

  
Sandra C. King, City Recorder

SUMMARY of Votes:

Mayor Krummel	Yes
Councilor Lehan	Yes
Councilor Leahy	Absent
Councilor Hawkins	Yes
Councilor Leo	Yes

## CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT CANYON CREEK ROAD NORTH -- PHASE 1

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 David Evans and Associates, Inc., 2828 SW Corbett Avenue, Portland, OR 97201-4830 (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.

### **B. Consultant's Services**

- B.1 The scope of Consultant's services and time of performance under this Agreement are set forth as Phase 1 Consultant Responsibilities in Exhibit A. 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 public works 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.
- B.6 Consultant agrees to complete in satisfactory, proper and timely manner the services described in attached Exhibit A.

**C. Compensation**

- C.1 Except as otherwise set forth in this Section C, City agrees to pay Consultant not more than \$414,600.00 for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on an hourly basis as shown on the Rate Schedule attached as Exhibit B 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 an itemized statement showing the amount of hours devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.
- C.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 Standard Hourly Rate Schedule, provided the parties comply with the requirements of Section Q. No compensation for additional services shall be paid or owing unless both parties specifically agree to such additional compensation and services.
- C.3 Unless expressly set forth on Exhibit A as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections C.1 and C.2. Only those reimbursable expenses which are set forth on Exhibit A and itemized on Consultant's bills for services shall be the basis for which payment of those expenses by City shall be owing.
- C.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.
- C.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.
- C.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.
- C.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 proceed with such work.

**D. City's Project Manager**

City's Project Manager is Constance J. Sylvester. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

**E. Consultant's Project Manager**

Consultant's Project Manager is David Bick and Principal-in-Charge is Bruce Magnuson. In the event that Consultant's designated Project Manager or Principal-in-Charge are 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.

**F. 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.

**G. 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.

**H. Consultant is Independent Contractor**

H.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 Section C 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.

H.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on Exhibit A and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. 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.

- H.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 H.
- H.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.
- H.5 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- H.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.
- H.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.
- H.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.

## I. Indemnity and Insurance

- I.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto, and all liability resulting from or incidental to the acts, performance or errors or omissions of the Consultant or anyone acting on behalf of Consultant in connection with or incidental to the work performed under the contract. Consultant shall hold City harmless from and indemnify City of any and all liability, settlements, loss, costs, expenses, attorney's fees and damages in connection with any action, suit, or claim resulting or allegedly 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 I.2.3. The provisions of this section shall survive termination of this Agreement.
- I.2 Insurance Requirements and Consultant's Standard of Care.
- I.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Unless specifically set forth on Exhibit A, expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.
- I.2.2 The City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.
- I.2.3 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 reperform any services not meeting this standard without additional compensation. Consultant's reperformance 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.
- I.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be revised, non-renewed, or



canceled. The Consultant shall endeavor to provide for not less than 30 days' written notice to the City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.

- 1.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:
- 1.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.
  - 1.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limits.
  - 1.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
  - 1.2.5.4 Professional liability insurance of \$500,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any other requirements of this Agreement, City may require subcontractors to provide Professional Liability Insurance, provided the amount and form of coverage complies with the requirements of paragraphs 1.2.1, 1.2.2, 1.2.3, 1.2.4 and 1.2.5.4.
  - 1.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages identified in items 1.2.5.2 and 1.2.5.3.
- 1.2.6 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.

## **J. Early Termination**

- J.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:
  - J.1.1 By mutual written consent of the parties;
  - J.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person, or at such later date as may be established by the City; and
  - J.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.
- J.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.
- J.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.
- J.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 Section N 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.

## **K. 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.

## **L. Subconsultants and Assignments**

- L.1 Consultant shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the Project manager. The Consultant shall ensure that in all subcontracts entered into by the Consultant pursuant to this contract, the City is named as an express third party beneficiary of such subcontracts with full rights as such. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). 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.

- L.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.

**M. Access to Records**

The City, Secretary of State's Office of the State of Oregon, the Federal Government and the duly authorized representatives of any of the above, shall have access to the books, documents, papers, records and receipts of the Consultant which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts. The City, Secretary of State's Office of the State of Oregon, the federal Government and authorized representatives shall have the authority to inspect, audit and copy from time to time, any records of the Consultant regarding billings or work under this agreement for a period of four years after the completion or termination of this contract.

**N. Work is Property of City**

- N.1 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 completion or termination of this contract and 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.
- N.2 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.

**O. Law of Oregon**

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279 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.

**P. Adherence to Law**

Consultant shall comply with all federal, state and local laws and ordinances, rules and regulations applicable to the work under this contract,. Consultant agrees that the public

contract law provisions contained in ORS chapter 279 shall apply to and govern the performance of this contract. Consultant shall certify compliance with ORS 670.600. Further, Consultant agrees to comply with applicable provisions of and amendments to the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state and rehabilitation statutes, rules and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Further, all certificates, licenses or permits, which the consultant is required by law to obtain or maintain in order to perform work described in Exhibit A, shall be obtained and maintained throughout the term of this agreement.

**Q. 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 sum 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.

**R. Other Conditions**

R.1 Except as otherwise provided in paragraphs R.1.1, R.1.2, and R.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.

R.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.

R.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.

R.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.

R.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.

**S. Assignments of Products Rights**

The Consultant hereby assigns to the City all rights, title and interest, including but not limited to copyright rights, all notes, designs, drawings, specifications, technical data reports, computer programs and documentation, and other materials resulting from the Consultant's work under this contract.

**T. Integration**

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Consultant, by the signature below of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it and agrees to be bound by its terms and conditions.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

CONSULTANT:

\_\_\_\_\_  
David Evans and Associates, Inc.

By \_\_\_\_\_  
Typed or  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing  
Address:  
2828 SW Corbett Avenue  
Portland, OR 97201-4830

Employer ID. No. \_\_\_\_\_

CITY OF WILSONVILLE:

By \_\_\_\_\_  
Constance J. Sylvester  
Project Manager

Attest:

\_\_\_\_\_  
Sandy King  
City Recorder

Mailing  
Address:  
30000 SW Town Center Loop East  
Wilsonville, OR 97070

Approved as to form:

\_\_\_\_\_  
Michael E. Kohlhoff  
City Attorney

**EXHIBIT "A"**  
**Scope of Services**

**SCOPE OF PROJECT**

The Canyon Creek Road North Local Improvement District (LID) will construct Canyon Creek Road North as a new commercial/industrial street from Elligsen Road to Boeckman Road for approximately 6700 feet. The new street will have curb to curb width of 48 feet and right-of-way width of 62 feet. The street section will have two travel lanes, one in each direction, a median lane, bike lanes, sidewalks, and potential planting strips. The project will also include the construction of 7300 feet of sanitary sewers, 5500 feet of storm sewers and 1350 feet of water line. A traffic signal will be constructed at the intersection of Elligsen Road and Canyon Creek Road North. Street lights will also be included.



Improvements to Elligsen Road at Canyon Creek Road North will also be included to improve sight distance. Sight distance requirements at Boeckman Road will be evaluated and improvements will be made if required.

**SPECIFIC SCOPE OF SERVICES**

Provide surveying, and engineering services for this project based on the scope of services described herein.

**Phase 1 Consultant Responsibilities:**

- Task 1.0 Management and Administration
- Task 2.0 Surveying and Base Mapping
- Task 3.0 Preliminary Design
- Task 4.0 Right-of-Way Services
- Task 5.0 Final Design
- Task 6.0 Bidding Period
- Task 7.0 Additions

**Phase 2 Consultant Responsibilities:**

- Task 8.0 Preconstruction Services
- Task 9.0 Construction Engineering
- Task 10.0 Additions

**PHASE 1 CONSULTANT RESPONSIBILITIES:**

**Task 1.0 Management And Administration**

***1.1 Project Management***

- 1.1.1 Provide the management, coordination, and direction to the project team and subconsultant to complete the project on-time and on-budget.

- 1.1.2 Prepare monthly progress reports.
- 1.1.3 Schedule project team meetings and prepare meeting agendas.
- 1.1.4 Perform cost analysis for System Development Charges (SDC's) breakdown.
- 1.1.5 Prepare calculations of final LID costs and make determination of assessment spread.

## **1.2 Project Coordination**

The proposed approach to project coordination during design is to hold a weekly project meeting with key project team members and representatives from City of Wilsonville, Washington County, Clackamas County, participating property owners, and others as needed, such as DEQ, DSL, and the Army Corps of Engineers (ACOE). This meeting will have a specific agenda addressing and resolving project issues as they are encountered. It is assumed that 16 coordination meetings will be held during the design phase. Coordination meetings will also be held during the construction phase. Frequency of the meetings will be determined after bidding.

- 1.2.1 Coordinate project activities with the City of Wilsonville, Clackamas County, and Washington County including design reviews. For the purpose of this scope, it was assumed that a formal design review will be conducted at the completion of preliminary design (30%), design development (60%), detailed design (90%), and final design (100%). In addition to weekly coordination meetings, four formal design review meetings will be held.
- 1.2.2 Coordinate storm drainage and water quality treatment.
- 1.2.3 Coordinate with private utilities including power, phone, cable and gas companies. All utilities coordination is assumed to be included in the weekly meetings.
- 1.2.4 Coordinate with adjacent property development design teams or property owners which will affect the roadway design. This will be covered in the weekly coordination meetings. Prior approval by the City's Project Coordinator will be obtained before any work with adjacent development occurs.
- 1.2.5 Coordinate throughout the project with arboricultural subconsultant on tree removal plan, treatment of adjacent trees to remain, and planting of new street trees. For arboricultural services, DEA shall subcontract with Dick Proudfoot of Pruett Incorporated.



### **1.3 Project Scheduling**

- 1.3.1 Prepare and submit an activities list and schedule to the City immediately following the notice-to-proceed. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents, and key decision points. For the purpose of this proposal it was estimated that the notice-to-proceed will be given in late-December 1995, and that construction documents will be completed by late-March 1996.
- 1.3.2 Revise project schedule to reflect changes in the project.

### **Task 2.0 Surveying And Base Mapping**



#### **2.1 Control Survey**

- 2.1.1 Establish horizontal and vertical survey control for the project.

#### **2.2 Alignment and Profile Survey**

- 2.2.1 Propose project alignment and stationing of road to City and County based on the proposed centerline alignment by the DEA. The horizontal alignment will be based on 35 mile per hour design speed and prior work performed by the City staff for the extension of Canyon Creek Road south of Boeckman Road. Conceptual alignment drawings will be presented to the City for approval.
- 2.2.2 Prepare a vertical alignment of the road segment. The vertical alignment will be based on 35 mile per hour design speed and prior work by the City.
- 2.2.3 Easements and Right-of-Way. Determine easement and right-of-way needs for construction, detours, slopes, drainage, street section, and sewer trunk.
- 2.2.4 Make presentation at a City Council work session. Present tree removal plan, make recommendations for trees that will remain, and make recommendations for street tree species and locations. For the trees that will remain, present a tree protection plan describing methodologies for protecting trees throughout the construction period.

#### **2.3 Field Topographic Survey and Base Map**

- 2.3.1 Complete the topographic survey and field tie existing features along the project corridor to approximately 50 feet outside the proposed right-of-way or easement line left and right and at Elligsen Road, Boeckman Road and approximately 1,500 feet south of Boeckman Road to show conformance with the adopted alignment of Canyon Creek Road. Features to be shown include trees six inches or more in diameter (DBH), utilities, fences, area lights, culverts, driveways, walks, traffic and other permanent signs, and structures as accessible. Underground features such as utility line sizes and invert

elevations, fuel tanks, wells, septic tanks, and drain fields will be shown as indicated by surface features and other information including as-built drawings and utility company data. Existing striping will be located where needed to design the project striping.

- 2.3.2 DEA will incorporate the field topographic data into the base map and prepare a digital terrain model.

#### **2.4 *Right-of-Way Mapping and Surveying***

- 2.4.1 Perform right-of-way research (surveys, plats, deeds, etc.) to resolve roadway centerline and establish right-of-way lines and required utility easements for the project.
- 2.4.2 Prepare parcel descriptions and exhibit maps to City and County standards as needed for utility easements and/or additional right-of-way.
- 2.4.3 Mark existing and proposed right-of-way and easement lines for acquisition purposes.
- 2.4.4 Prepare and file right-of-way map to the City of Wilsonville standards for preconstruction survey per ORS 209.150.
- 2.4.5 Determine how right-of-way dedications will affect the State of Oregon and the City land use planning regulations pertaining to lot line adjustments and partition platting. Prepare recommendations for review by the City and property owners. Lot line adjustments, partition platting, or other land use planning actions are not included in work scope.



#### **Task 3.0 Preliminary Design**

##### **3.1 *Alignment and Grade.***

Work with City and County staff in determining the alignment and profile grade of project streets in accordance with Task 2.0 and previously approved alignment.

##### **3.2 *Drainage, Water Quality and Erosion Control Plans***


Design to City and County street standards, the drainage system and erosion control plan with provisions for surface water treatment. Coordinate erosion control and surface water treatment measures with the City and County early in design. Submit copies of drainage calculations and drainage basin maps for review. Drainage system will be sized for the effected drainage basins. Design will be coordinated with the City's Master Plan for basin detention.

Provide water quality and identify treatment site(s). The water quality site(s) will be incorporated with the wetland site if possible.

### 3.3 *Geotechnical Investigation and Pavement Design*

3.3.1 Geotechnical investigation services and pavement design services will be provided by Pavement Services, Inc. (PSI), a subconsultant of DEA.

3.3.2 The pavement investigation will consist of field and laboratory testing to determine the subgrade conditions for design of new pavement for Canyon Creek Road North. The pavement investigation will include the section of Elligson Road that will be reconstructed to improve sight distance. The structural condition of other adjacent areas on Elligson Road and adjacent areas on Boeckman Road will be visually inspected. Based on this visual inspection, overlay needs will be discussed with the City's Project Coordinator. No overlay design will be performed as part of this scope. The proposed scope of work is outlined below.

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- a. Eight test pits will be excavated to a depth of about 10 ft., using a small, rubber-tired backhoe. A qualified engineer or geologist provided by PSI will log each excavation, obtain representative samples of the soils encountered, and conduct Torvane shear strength tests in the sidewalls of the excavation. Bag samples of representative materials will be obtained for laboratory testing. To assist PSI in locating the test pits in the field, DEA will provide preliminary centerline stakes. Three test pits will be excavated along the sanitary sewer alignments.
  - b. Laboratory tests will be conducted to provide data on the important physical characteristics of the subsoils, essential for engineering studies and analyses. The following tests are anticipated:
    - Water content determinations
    - Five Atterberg limit (ASTM D4318) determinations
    - Two moisture - density (AASHTO T-99) compaction tests
    - Two specific gravity (ASTM D 854) determinations
    - Two triaxial resilient modulus tests (AASHTO T-292) on undisturbed (push tube samples) and 2 tests on compacted samples.
  - c. The field and laboratory test data will be compiled and reviewed. The traffic loading for the pavement design will be estimated based on traffic data provided by DKS Associates, the traffic engineering consultant on this project. The thickness of the pavement for widening and new construction will be designed. The pavement designs will be prepared in accordance with the procedures of the 1993 AASHTO Guide for Design of Pavement Structures. Rigid pavement design will be employed.

- d. The results of the pavement investigation and the design recommendations will be presented in a final report after City review. Five copies of the report will be submitted.
- e. The construction plans and specifications dealing with pavement design will be reviewed. Scoring plan will be prepared and coordinated with utility design (i.e. manhole and water valve placements).

3.3.3 Geotechnical borings and/or test pit locations will be surveyed and added to the project base map for referencing during final design.

### 3.4 *Utility Design*



3.4.1 Perform preliminary utilities design for the Boeckman Creek Sanitary Sewer Trunk and water main extension. Design will meet the City of Wilsonville standards and specifications. Water and sanitary sewer service lateral sizing will be provided by the City or the adjacent property owners. The following services are assumed.

- a. The existing 18-inch water line adjacent to the proposed Canyon Creek Road North will be extended between Burns Way and Elligsen Road. This will be an 8-inch line. Fire Hydrants will be designed along the entire alignment of Canyon Creek Road North as well as service laterals for the adjacent properties.
- b. DEA will design the extension of the City's existing sanitary sewer trunk south of Boeckman Road. Approximately 7,300 feet of new sewer line will be designed. The design will include the Boeckman Road diversion in accordance with the City's Sanitary Sewer Master Plan. The northerly extension of the sewer trunk will terminate just north of the intersection of Canyon Creek North and Burns Way. DEA will develop a revegetation plan for the disturbed areas along the sewer trunk corridor. For disturbed areas within jurisdictional wetlands, DEA will prepare wetland mitigation plans, as described in Task 5.0 - Final Design, and in accordance with the requirements of DEQ, DSL and the ACOE.

3.4.2 The locations and elevations of existing utilities and options for resolving conflicts will be investigated. This work will include "pot-holing" crossings and other areas to identify and eliminate conflicts. The costs for "potholing" work will be included in the fees and payments for Phase 1. Once "potholing" data is obtained and mapped, DEA will provide it to the agency or company that owns and operates the utility.

- 3.4.3 Prepare a Utility Conflict Report and send utility conflict letters to the affected utility companies describing the conflicts that exist, and the required adjustment to eliminate the conflict. The schedule for making the necessary adjustment ahead of the beginning of road construction will be identified.
- 3.4.4 Assign coordinator for utilities and meet with utilities as needed. Provide utility companies prints of City approved preliminary vertical and horizontal alignments, from Task 2.0 and previously approved alignments.

### 3.5 *Preliminary Traffic Design.*

#### 3.5.1 Preliminary Traffic Design

##### a. Traffic signal at Canyon Creek Road North and Elligsen Road

- Meet with City and County staff to review conceptual design and design parameters based on traffic report prepared by DKS Associates. The traffic report will include an analysis in sufficient detail to ensure that properties within the local improvement district can be served at Level of Service (LOS) D or better when they are fully developed with the planned improvements.
- Meet with electric utility company representative to locate future source of power location and extending power location and extending power to the signal service cabinet.
- Prepare preliminary traffic signal detector, pedestrian and opticom plan.
- Include intersection lighting as part of the traffic signal plan.
- Design will be in accordance with the MUTCD, ODOT's Guide to Consultants and Local Government Agencies Preparing Traffic Signal Plans and local electrical codes and meet City and County design format.

b. Prepare preliminary signing and pavement marking plans in accordance with the MUTCD and City standards.

c. Provide preliminary temporary protection and direction of traffic (TP&DT) as appropriate for construction activities.

### 3.6 *Street Lighting Design*

3.6.1 Prepare preliminary street lighting plans. Lighting plans will be in accordance with City and AASHTO standards.

a. Obtain lighting design requirements and review with City staff.



- b. Prepare lighting photometric data to determine street light spacing and mounting heights.

### **3.7 Permits and Agency Approvals**

#### **3.7.1. Flood plain, Wetlands and Significant Natural Resources.**

- a. Meet with the City and property owners to discuss potential sites for water quality and wetland mitigation. Once an agreement between the City and property owners is reached, a meeting with DEQ, DSL, and ACOE will be held.
- b. Delineate all wetlands within the project area based on state and federal guidelines for wetland identification. Specific delineations will include the road corridor within 50 feet each side of centerline; sanitary sewer, storm sewer, water mains, and other utilities within 25 feet each side of centerline; and areas of wetland mitigation and water quality treatment. Utilize to the maximum extent possible, work previously performed.
- c. Survey delineated wetland boundaries and show wetland locations in the project base map. Provide additional wetland topographic information as needed, such as water elevations or underwater cross sections safely obtainable by wading.
- d. Identify existing wildlife habitat based on state and federal standards.
- e. Coordinate with regulatory agencies and City staff. This includes one site meeting with DSL, U.S. Army Corps of Engineers, City and County staff.
- f. Prepare designs for the wetland and floodplain impact mitigation to comply with City, County, State and Federal regulations.

- 3.7.2 Prepare application and drawings for required DSL/ACOE permits associated with wetlands permits.

### **3.8 Landscape Design**

- 3.8.1 Meet with the City and LID participants to determine landscape requirements.
- 3.8.2 Prepare preliminary landscape plans based on the preliminary street design and project requirements. A preliminary planting plan and irrigation plan will be developed and presented to the City for review and approval.
- 3.8.3 Work with City staff and Pruettt Incorporated to protect and preserve trees where possible. These services will be conducted on a time and material basis at the direction of the City and DEA's Project Manager. DEA will work




with the City and Pruett Incorporated to provide design and construction techniques which will enhance the survival of trees that will remain.

#### **Task 4.0 Right-of-Way Services**

Perform right-of-way services based on approved preliminary design.

##### **4.1 Residential and Industrial Properties, Partial Acquisitions.**

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- 4.1.1 Upon project authorization, identify properties that will be impacted by the project including properties impacted by easements for sanitary sewers, storm drains, water mains, and the inundation area of the City's Boeckman Creek Detention Facility. Determine ownership of all impacted properties. Mail letter informing all owners that the project will affect their property. Provide questionnaire and return envelope to determine the best time to call, willingness to donate, and names of any tenants. Provide one contact person for all owner questions and updates. Notify any affected tenants.
  - 4.1.2 Identify additional impacted properties, if any, as design progress. Mail letter and contact owners as in 4.1.1.
  - 4.1.3 Contact owners when design progresses sufficiently to identify actual right-of-way and utility easement needs. Owners within the local improvement district have stated that property necessary for rights-of-way and utility easements will be donated. Give owners outside the LID the opportunity to donate property. Arrange appraisal inspections with owners unwilling to donate. Offer owners the opportunity to meet with appraiser during inspection.
  - 4.1.4 Inspect properties for appraisal. Conduct market study and write appraisal reports.
  - 4.1.5 Provide appraisal review to establish just compensation.
  - 4.1.6 Prepare conveyance documents. (Or, at the City's option, use City's format.) Obtain approval of document format and determination of just compensation from City. Incorporate legal descriptions provided in 2.4.2.
  - 4.1.7 Present offers and negotiate agreements. Administer relocation of any personal property.
  - 4.1.8 Arrange payment and closing. Deliver deed to City.
  - 4.1.9 Document all actions and contacts.

**Task 5.0 Final Design**

**5.1 Construction Plans**

- 5.1.1 Before beginning any final construction plans, DEA will meet with City and County staff to refine design elements and to focus on the parameters of the design.
- 5.1.2 Prepare and organize all construction drawings. Identify which City and County standard drawings are needed. The construction plans format will be in accordance with City and APWA standards. Details will show pay limits for the bid items.
- 5.1.3 Construction plans will include previously prepared City plans for the Boeckman Creek Storm Water Detention Facility.
- 5.1.4 Design plans will show the existing septic tanks and drain fields, fuel tanks, area lights, and wells within existing and proposed easements and rights-of-way. Also locate by field survey and show manholes, catch basins, valves, culverts, utility poles, utility lines (alignment, size, invert elevation and depth), existing easements, utility lines and sizes, property corners, and approximate property lines. Field survey will be provided during design to collect additional data for design.
- 5.1.5 Prepare cross-sections at 50 foot intervals.
- 5.1.6 Prepare drainage and erosion control plans.
- 5.1.7 Prepare water quality/wetland mitigation plans including landscape and irrigation plans (if required) for wetland mitigation construction.
- 5.1.8 Prepare sanitary sewer, water, street, storm drain and utility plans. Profiles will be prepared for street plans, sanitary sewer plans, and all other utilities. Plans will show proposed right-of-way and easement lines.
- 5.1.9 Prepare plans for signing, striping, illumination, street lighting and signals. Initial traffic signal timing and opticom phasing will be included.
- 5.1.10 Prepare construction traffic control plans showing pavement section, alignment and grade.
- 5.1.11 Prepare landscape plans including details and irrigation plans.
- 5.1.12 Determine estimated quantities for bid items.
- 5.1.13 Provide mylar of contract plans.





5.1.14 Provide data for initial signal timing.

**Construction Plan Sheets.** The following list of construction plan sheets is anticipated:

Description	Total Sheets
Title Sheet	1
Typical Sections	6
Details	12
Staging Plans (1"=100') TPDT	4
Pipe Data Sheet	3
Summary Sheets	3
Plan and Profile Sheets (1"=50')	5
Side Street Plan and Profile Sheets	3
Construction Notes	5
Intersection Detail Sheets	2
Signing and Striping Plan (1'=50")	3
Signing and Striping Details	3
Signal Plans	4
Signal Plan Details	2
Erosion Control Plan (1"=50')	3
Erosion Control Plan Details	2
Utilities Plans (1"=50')	6
Utilities details	6
Landscape Plans	3
Landscape Details	2
Irrigation Plan	2
Irrigation Details	1
Wetland mitigation plan	2
Wetland mitigation details	2
Boeckman Creek Detention Facility	2
<b>Total</b>	<b>87</b>



**5.2 Construction Specifications and Estimates**

- 5.2.1 Prepare construction specifications based on City of Wilsonville and APWA standard specifications. City specifications will be utilized for the utilities construction.
- 5.2.2 Provide quantities and construction cost estimate.

**Task 6.0 Bidding Period**

**6.1 Bidding Assistance and Document Revisions**

- 6.1.1 Provide the City with fifty (50) sets of construction plans and specifications for distribution during the bidding period.
- 6.1.2 Schedule and facilitate pre-bid meeting and answer contractors' questions.
- 6.1.3 Revise plans and specifications to incorporate any bid addendum into the contract documents. Distribute addendums during the bidding period.
- 6.1.4 Answer contractors' inquiries during the bidding process.
- 6.1.5 Attend Bid Opening and recommend contract award.

**Task 7.0 Additions**

Perform additional services which are not covered under the above tasks as directed by the City's Project Coordinator.



## PHASE 2 CONSULTANT RESPONSIBILITIES

### Task 8.0 Preconstruction Services

#### 8.1 Staking Notes and Details

- 8.1.1 Prepare grade sheets giving finish grade and distance left and right of centerline on 50 foot stations including PC's, PRC's, PT's and angle points. Odd stations for changes in typical or structural sections, center of drainage structures, and beginning/end of tapers will also be designated on the sheets. Information will be given at each break or grade change shown in the typical sections. This will include centerline, crown, front of gutter, top of curb, front and back of sidewalk, edge of pavement, guardrail, bottom of ditch, approximate catch, right-of-way, and construction easement. Column headings on the grade sheet will be matched to typical sections.
- 8.1.2 Provide coordinate (X, Y, Z) files compatible with WildSoft with worksheets (point plots) to relate the point numbers to the plans. The points to be coordinated shall include centerline stations, PC's, and PT's, radius points; PC's, PT's and 1/4 deltas of curbs; center of drainage structures; center of wheelchair ramps; angle points in special concrete flat work; traffic control devices(junction boxes, traffic loop). Angles or changes in right-of-way and easements will also be shown.
- 8.1.3 Prepare 1"=20' finish grade intersection details for intersections to be constructed or reconstructed. Design contours (.2' contour interval) will be calculated along with a spot elevation finish grade grid at 10-foot spacing. Coordinates will be calculated for each grid point to be used by the surveyors in staking the intersection.

### Task 9.0 Construction Engineering

#### 9.1 Construction Engineering Support

- 9.1.1 Provide construction engineering support to answer questions and clarify the plans. Be readily available and prepared to make changes and resolve problems related to change-in-conditions and/or unforeseen utility conflicts. Provide support in resolving claims by the contractor that arise from construction improvements.
- 9.1.2 Review and take appropriate action on all shop drawings and other submittals submitted by the contractor.

## 9.2 *Construction Management*

9.2.1 Provide one full time inspector to assist the City of Wilsonville with construction inspection and to monitor the contractor's adherence to the construction drawings and specifications. Prepare and submit inspection reports on a weekly basis, detailing work progress and any issues encountered. Submit final report at project completion.

9.2.2 Provide construction project management.

- a. Coordinate all construction activities with the construction contractor, the City, utility companies, property owners, and other affected parties.
- b. Monitor construction expenditures and project costs to evaluate compliance with the project costs to evaluate compliance with project budgets.
- c. Review and approve contractor's request for payment.
- d. Review Contractor's request for Change Orders. Prepare change orders and submit to the City for approval.
- e. Evaluate claims submitted by the contractor and provide recommendations to the City on claim resolution.
- f. Review BOLI documentation.

9.2.3 Provide material testing and monitor the contractor's adherence to the project requirements.

## 9.3 *Construction Surveying*

9.3.1 DEA will furnish the following one-time construction surveying services:

- a. Establish control stakes:
  - benchmarks
  - centerline
  - right-of-way;
- b. Slope stakes at 50-foot intervals on both sides of the road;
- c. Curb offset stakes at 25-foot intervals and at the horizontal curve points;
- d. Roadway grade hubs or marks at 50-foot intervals:
  - top of subgrade
  - top of aggregate base
  - top of finish elevations (including intersections on a 10-foot grid);



- e. Structure reference stakes:
  - manhole and catch basin offset stakes
  - wall offset stakes;
- f. Drainage reference stakes;
- g. Horizontal reference stakes for underground utilities;
- h. Reference stakes to finish elevations for:
  - utility manholes
  - vaults and risers
  - monument boxes
  - light poles
  - traffic signals.
  - utility installations
- i. Provide earthwork calculations.

Copies of field notes and daily reports will be furnished to the City.

#### **9.4 Post Construction Survey**

Provide post construction survey services including:

- 9.4.1 File a Post Construction Survey with City and County showing right-of-way document numbers.
- 9.4.2 Replace or reference monuments destroyed as required by ORS 209.150 (1) and (2).
- 9.4.3 Monument design centerline and right-of-way at curve points, angle points, intersections, and every 500 feet on tangent and other points required by City and/or County to achieve visibility between monuments.
- 9.4.4 Provide a copy of all survey notes taken by DEA. This includes a copy of any data collector information on disks compatible with City system.

#### **9.5 As-Built Drawings**

- 9.5.1 Prepare final "As-Built" drawings on mylar for City records. As-Built information will be based on the inspector's redlines and records maintained by the contractor.

## 9.6 *Post Construction Monitoring*

9.6.1 Monitoring of the wetland mitigation effort will follow the requirements specified in Oregon's Freshwater Compensatory Mitigation Rules for non-minor projects. Non-minor projects are those with wetland impacts exceeding 0.5 acres. In this case, the requirements include a post construction report, to be submitted no later than 60 days after completion of grading, that documents "as built" conditions such as grading and discussing any variation from the approved plan.

Annual reports will be prepared that summarize the results of monitoring through the year. These reports will include data gathered on plant and animal species present, measurement of tree and shrub growth, plant survival and mortality, hydrologic conditions and measurements, soil characterization, and site photographs.

Monitoring events will be conducted for five years unless otherwise required by the DSL and ACOE. These events will occur quarterly the first year, twice the second year, and annually thereafter. Therefore, a total of nine monitoring events will be conducted, seven of which will be full data gathering events, and two of which, during the first year, will consist of brief site visits to assess conditions in the sensitive early stages of the wetland mitigation. All parameters will be measured and the site photographed in the summer of each monitoring year, within one month of the same date each year and in the winter of the first and second years. Full data gathering will take place once per year thereafter.

Monitoring reports will be submitted to the DSL and ACOE after the City reviews and approve the report. A total of six reports will be prepared, one post-construction report, and five annual monitoring year reports. Also, a brief summary memo will be prepared for the City after each episode.

This scope does not include additional monitoring if required by the DSL or ACOE. It also does not include implementation of contingency measures that may be required in the event of wetland mitigation failure.

9.6.2 Arboricultural services will include monitoring stress and health of trees saved during construction for a period of two years or length determined by the City. Recommendations for remedial services, such as fertilization, treatment for disease, or mechanical correction will be made and proposals submitted for such services if survival of trees are in question during the monitoring period. These services would be provided directly by the arboricultural consultant/service.

## Task 10.0 Additions

Perform additional services which are not covered under the above tasks as directed by the City's Project Coordinator.

## PROJECT SCHEDULE

It is anticipated that the notice-to-proceed will be received in late-December 1995. It is estimated that all design tasks will be completed by late-March 1996. Project fees are based on the above schedule. Should the schedule change, the project fees will be adjusted as mutually agreed upon by the City and DEA.



## PHASE 1 PROJECT FEES

The consultant will perform the above tasks on a time and material basis. The following is a fee estimate for Phase 1 services:

Task 1.0	Management and Administration	\$52,300
Task 2.0	Surveying and Base Mapping	\$72,400
Task 3.0	Preliminary Engineering	\$110,600
Task 4.0	Right-of-Way Services	\$35,400
Task 5.0	Final Design	\$128,300
Task 6.0	Bidding Period	\$15,600
Task 7.0	Additions	\$0
<b>Total Phase 1 Fee Estimate</b>		<b>\$414,600</b>

## CITY'S RESPONSIBILITIES

The City Shall:

- A. Coordinate the relationship with other jurisdictions involved in the project, with adjacent property owners and with the general public.
- B. Provide design criteria from appropriate agencies including the City of Wilsonville, Washington County and Clackamas County.
- C. Provide City and County Standard Drawings and Details on AutoCAD diskette when possible.
- D. Provide "Boiler Plate" information for bid documents.
- E. Provide coordination for the bidding process and the award of the construction contract.
- F. Assist in utilities coordination and to facilitate the timely receipt of utility data from the City and private utility companies.

**EXHIBIT "B"**  
**Fees And Payments**

**PHASE 1 FEES AND PAYMENTS**

DEA proposes to perform the Phase 1 Services outlined in Exhibit "A" on a time and materials basis not to exceed \$414,600 in accordance with the contract provisions and rate schedule set forth herein. The following is a breakdown of the estimated fees.

<b>Canyon Creek Road North</b>		
Task 1.0	Management and Administration	
1.1	Project Management	\$13,300
1.2	Project Coordination	\$33,900
1.3	Project Scheduling	\$5,100
	<b>Total Task 1.0</b>	<b>\$52,300</b>
Task 2.0	Surveying and Base Mapping	
2.1	Control Survey	\$10,100
2.2	Alignment and Profile Survey	\$3,200
2.3	Field Topographic Survey and Base Map	\$42,800
2.4	Right-of-Way Mapping and Surveying	\$16,300
	<b>Total Task 2.0</b>	<b>\$72,400</b>
Task 3.0	Preliminary Design	
3.1	Alignment and Grade	\$6,200
3.2	Drainage, Water Quality, and Erosion Control	\$10,500
3.3	Geotechnical Investigation and Pavement Design	\$19,800
3.4	Utility Design	\$21,800
3.5	Preliminary Traffic Design	\$22,800
3.6	Street Lighting Design	\$3,600
3.7	Permits and Agency Approvals	\$23,600
3.8	Landscape Design	\$2,300
	<b>Total Task 3.0</b>	<b>\$110,600</b>
Task 4.0	Right -of -Way Services	
4.1	Residential and Industrial Properties, Partial Acquisitions.	\$35,400
	<b>Total Task 4.0</b>	<b>\$35,400</b>
Task 5.0	Final Design	
5.1	Construction Plans	\$110,500
5.2	Construction Specifications and Estimates	\$17,800
	<b>Total Task 5.0</b>	<b>\$128,300</b>
Task 6.0	Bidding Period	
6.1	Bidding Assistance and Document Revisions	\$15,600
	<b>Total Task 6.0</b>	<b>\$15,600</b>
Task 7.0	Additions	
	<b>Total Task 7.0</b>	<b>\$0</b>
<b>TOTAL NOT TO EXCEED</b>		<b>\$414,600</b>



## PHASE 1 HOURLY RATE SCHEDULE

Hourly rates for personnel assigned to this project will be in accordance with this rate schedule. Hourly rates subject to increase after December 31, 1996.

<u>Description</u>	<u>Rate per Hour</u>
Principal-in-Charge	\$113.00
Project Manager	\$81.00
Project Engineer	\$70.00
Senior Traffic Engineer	\$72.00
Design Engineer	\$61.00
Hydraulic Engineer	\$72.00
Natural Resources Manager	\$81.00
Wetland Ecologist	\$53.00
Wetland Technician	\$42.00
Landscape Architect	\$55.00
Right-of-Way Specialist	\$81.00
Project Surveyor	\$58.00
Survey Technician	\$43.00
2-Man Survey Crew	\$93.00
3-Man Survey Crew	\$134.00
CADD Technician	\$45.00
Clerical	\$35.00
Subconsultant	Cost + 10%

