

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE

URA RESOLUTION NO. 277

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF WILSONVILLE TO AWARD A DIRECT APPOINTMENT PROFESSIONAL SERVICES AGREEMENT TO OBEC CONSULTING ENGINEERS FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE TOOZE ROAD IMPROVEMENT PROJECT (CIP #4146).

WHEREAS, a federal transportation grant awarded to the Oregon Department of Transportation (ODOT) was used to partially fund the design of the Tooze Road Improvement project (the Project) which is generally located between Grahams Ferry Road and Villebois Drive; and

WHEREAS, the federal funds were administered by the Oregon Department of Transportation (ODOT); and

WHEREAS, ODOT issued a formal Request for Proposals, pursuant to public contracting law, requesting proposals from qualified engineering consulting firms to provide engineering, land surveying, and related services for the Project through the formal competitive process; and

WHEREAS, the Urban Renewal Agency, in consultation with ODOT, selected OBEC Consulting Engineers (OBEC) as the most qualified firm to complete the design services for the Project and ODOT awarded the contract to OBEC; and

WHEREAS, City and Urban Renewal funds will solely be used for the construction phase of the Project; and

WHEREAS, the Urban Renewal Agency will require a consultant to provide construction engineering and inspection services; and

WHEREAS, OBEC has specialized expertise related to the Project acquired during its work on the design phase; and

WHEREAS, selection of engineering services must be based on qualification in accordance with Oregon law; and

WHEREAS, OBEC's knowledge from that design work will benefit the City through more efficient and cost effective construction phase services; and

WHEREAS, the Urban Renewal Agency has negotiated with OBEC to perform the work for a cost not to exceed \$401,858.84 and

WHEREAS, ORS 279C.115 allows the City Council, acting as the Urban Renewal Agency Contracting Board, to contract directly for consultant services under rules adopted under ORS 279A.065 and if the new contract is a continuation of the project; and

WHEREAS, in accordance with OAR 137-048-0200, Direct Appointment Procedure, the Urban Renewal Agency finds:

1. OBEC brings specialized knowledge of the field conditions, project plans, details, and contract documents due to its prior work on the Project that will produce Project cost savings
2. Selection of construction related engineering services was contemplated and addressed in the original ODOT RFP and another formal RFP selection process will increase Project time and costs and is highly unlikely to result in the finding of a more qualified engineering consultant. If the same engineer is selected, the additional costs and delay will have been an inefficient use of public funds. Selection of a new consulting firm would result in a learning curve that would likely result in additional costs to Project delay.
3. Approving this Professional Services Agreement with OBEC does not encourage favoritism given that OBEC was already evaluated and selected as the most qualified engineering firm for the Project through a formal RFP selection process which also addressed this construction phase work. The City of Wilsonville has a proven record of contracting with a wide variety of engineering consulting firms.
4. The competition process is not substantially diminished because a formal procurement process was performed at the outset, where other engineering firms were able to compete for the contract. The additional construction engineering and inspection services were contemplated to be handled by the entity who was

awarded the design contract at the time of the formal procurement selection process, as is common practice.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Manager is authorized to enter into a Professional Services Agreement with OBEC Consulting Engineers for Construction Engineering and Inspection Services for a not to exceed sum of \$401,858.87 for the Tooze Road Improvement Project, CIP 4146.
2. The findings stated in the main body of this resolution are incorporated herein, approved, and adopted in compliance with OAR 137-048-0200 Direct Appointment Procedure.
3. This resolution becomes effective upon adoption.

ADOPTED by the Urban Renewal Board of the City of Wilsonville at a regular meeting thereof this 18th day of September 2017 and filed with Wilsonville City Recorder this same date.


TIM KNAPP, Board Chair

ATTEST:

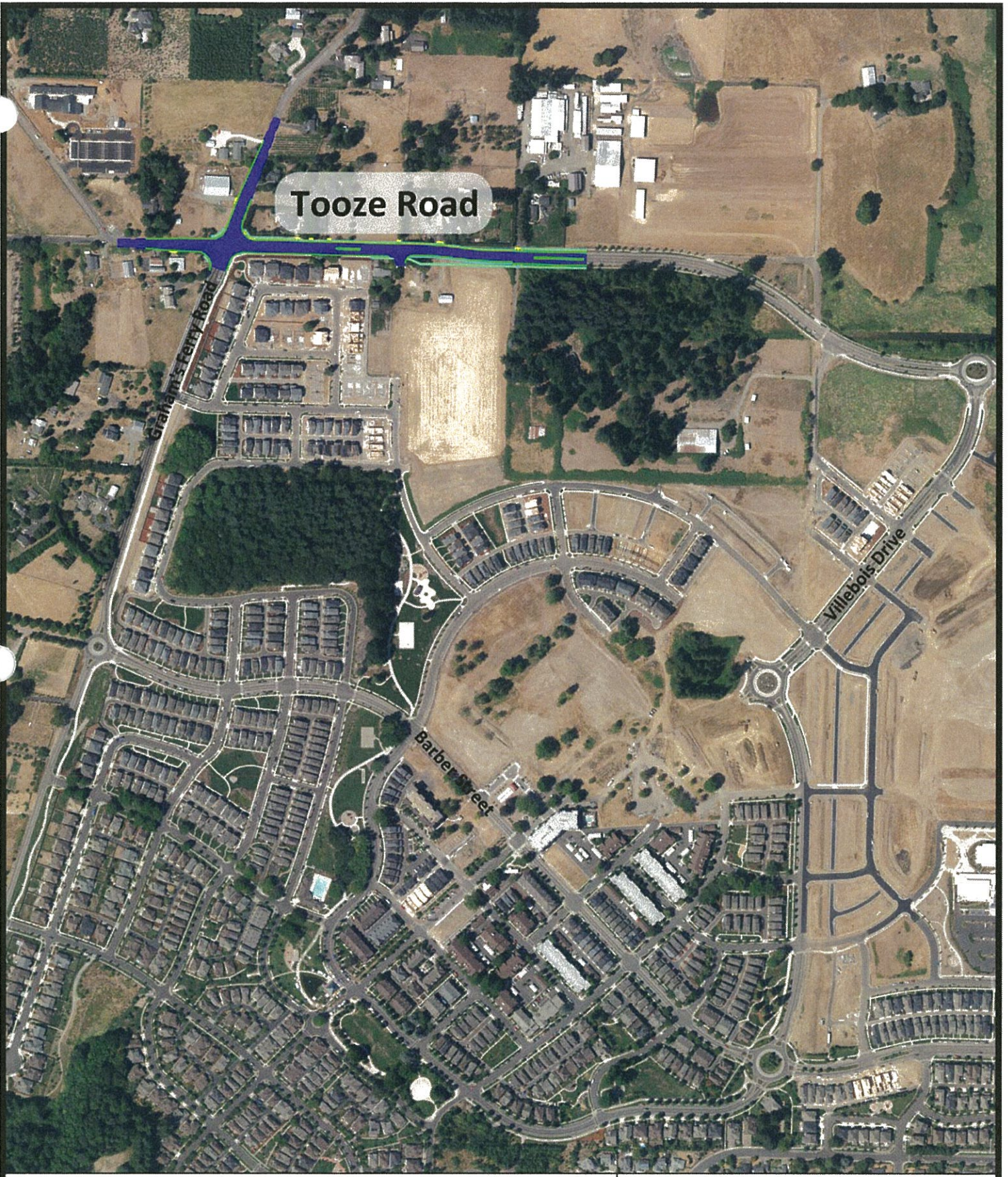

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Absent
Councilor Akervall	Yes

Attachments:

- Attachment 1 – Project Location Map
- Attachment 2 – Contract and Scope of Work



Tooze Road

Tooze Road Improvement Project CIP 4146

Attachment 1

SCALE: 1" = 500'

DATE: 9/6/17



**URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
TOOZE ROAD #4146**

This Professional Services Agreement (“Agreement”) is made and entered into on this 3 day of October, 2017 (“Effective Date”) by and between the **Urban Renewal Agency of the City of Wilsonville**, a political subdivision of the State of Oregon (hereinafter referred to as the “URA”), and **OBEC Consulting Engineers, Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the URA does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Term

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder (“Services”) are completed and accepted, or no later than December 31, 2019, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the URA.

Section 2. Consultant’s Services

2.1. Consultant shall diligently perform the Construction Engineering and Inspection Services according to the requirements identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Tooze Road Project (“Project”).

2.2. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant which do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the URA. Interpretation of plans and answers to questions regarding the Services or Scope of Services given by Consultant’s Project Manager may be verbal or in writing, and may be

relied upon by the URA, whether given verbally or in writing. If requested by the URA to be in writing, Consultant's Project Manager will provide such written documentation.

2.3. Consultant will not be deemed to be in default by reason of delays in performance due to reasons beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the URA, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

2.4. The existence of this Agreement between the URA and Consultant shall not be construed as the URA's promise or assurance that Consultant will be retained for future services beyond the Scope of Services described herein.

2.5. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to work on the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 3. Compensation

3.1. Except as otherwise set forth in this **Section 3**, the URA agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FOUR HUNDRED ONE THOUSAND EIGHT HUNDRED FIFTY-EIGHT DOLLARS AND EIGHTY-SEVEN CENTS (\$401,858.87) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the URA and Consultant.

3.2. During the course of Consultant's performance, if the URA, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Services described on **Exhibit A**, Consultant shall provide such additional services and bill the URA at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Compensation above the amount shown in **Subsection 3.1**, including compensation under this **Section 3.2**, requires a written Addendum, executed in compliance with the provisions of **Section 17**.

3.3. Except for amounts withheld by the URA pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the URA within thirty (30) days of receipt, unless the URA disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the URA within the above timeframe. The URA will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

3.4. The URA will be responsible for the direct 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, that are not specifically covered by Exhibit A.

3.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, office expenses, and all other indirect and overhead charges.

Section 4. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2017, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can currently be found at the following website address: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. In addition, this contract is also covered by the federal Davis-Bacon Act (40 USC § 3141 et seq.). Therefore, Consultant and subcontractors shall pay workers or others performing Services contemplated by this Agreement the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries, in accordance with ORS 279C. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the URA determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 5. URA's Responsibilities

The URA will designate a Project Manager to facilitate day-to-day communication between Consultant and the URA, including timely receipt and processing of invoices, requests for information, and general coordination of URA staff to support the Project.

Section 6. URA's Project Manager

The URA's Project Manager is Mike Ward. The URA shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

Consultant's Project Manager is Jason Kelly. In the event that Consultant's designated Project Manager is changed, Consultant shall give the URA prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the URA, which consent shall not be unreasonably withheld. In the event the URA receives any communication from Consultant that is not from Consultant's designated Project Manager, the URA may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

Except for confidential information designated by the URA as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those 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 newspapers, magazines, or television and radio stations, shall be made without the written authorization of the URA's Project Manager.

Section 9. 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 Scope of Services, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the URA with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the URA's Project Manager. Any delay or failure on the part of the URA 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 the URA's rights.

Section 10. Subcontractors and Assignments

10.1. Some Services may be performed by persons other than Consultant, provided Consultant advises the URA of the names of such subcontractors and the work which they intend to perform, and the URA specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the URA pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the URA and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the URA incurs no liability to third persons for payment of any compensation provided herein to

Consultant. Any attempted assignment of this Agreement without the written consent of the URA shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the URA.

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

Section 11. Consultant Is Independent Contractor

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The URA does not have the right to control or interfere with the manner or method of accomplishing said Services. The URA, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

11.2. Consultant has requested that some consulting Services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the URA pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the URA, which consent may be given or denied in the URA's sole discretion. For all Services performed under subcontract to Consultant, as approved by the URA, Consultant shall only charge the compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the URA as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the URA pursuant to a modification to Consultant's Rate Schedule, per **Section 17** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the URA harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the URA, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

12.1. Consultant shall make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement, as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the URA on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the URA may, but shall not be obligated to, pay such claim to the subcontractor furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The URA may also recover any such amounts directly from Consultant.

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings 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 defend, indemnify, and hold the URA harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, 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 URA.

12.4. References to "subcontractor" mean a subcontractor at any tier.

12.5. Because this contract is funded, in part, by federal funds, Consultant must comply with all required federal provisions of the Federal Transit Administration (FTA), as set forth in **Section 13**, below, some of which may overlap with those stated in this Section. Should a conflict exist, the stricter provision shall apply unless otherwise specifically preempted by federal law.

Section 13. Required Federal Provisions

This Agreement is funded, in whole or in part, with federal funds. Consultant must therefore comply with all of the following, in addition to the provisions listed above:

13.1. **Energy Conservation.** Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13.2. **Clean Air and Clean Water.** Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 USC § 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*). Consultant agrees it will not use any violating facilities and will report any violation to the URA and understands and agrees that the URA will, in turn, report each violation, as required, to assure notification to the FTA and the appropriate Environmental Protection Agency Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part with Federal assistance provided by the FTA.

13.3. **Recovered Materials.** Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials" (40 CFR Part 247).

13.4. **Contract Work Hours and Safety Standards.** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 USC § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act; 40 USC § 3701 *et seq.*; and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 CFR Part 5).

13.4.1. Records Retention. Consultant will maintain payrolls and basic payroll records during the course of performance of the Services under this Agreement and will preserve them for a period of three (3) years from the completion of the Services for all laborers and mechanics, including guards and watchmen, working on the Services. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

13.4.2. Access to Records. The records maintained pursuant to **Subsection 13.4.1** will be made available by Consultant for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Consultant will permit such representatives to interview employees during working hours on the job.

13.4.3. Subcontracts. Consultant will require the inclusion of the language of this **Section 13.5** within subcontracts of all tiers.

13.5. Civil Rights Requirements.

Under this Agreement, Consultant will, at all times, comply with the following requirements and will include these requirements in each subcontract entered into as part thereof.

13.5.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Consultant agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Consultant agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

13.5.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Consultant agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

13.5.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance" (45 CFR Part 90); and federal transit law at 49 USC § 5332, Consultant agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

13.5.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended

(42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

13.6. Lobbying Restrictions.

Consultant certifies, to the best of its knowledge and belief, that:

13.6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

13.6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Consultant will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

13.6.3. Consultant will require that the language of this certification be included in the award documents for all sub-awards, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13.7. **Access to Records and Reports.** The following federal access to records requirements apply to this Agreement:

13.7.1. Record Retention. Consultant agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

13.7.2. Retention Period. Consultant agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Consultant will maintain all books,

records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records will be until the URA, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

13.7.3. Access to Records. Consultant agrees to provide the URA, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Consultant which are related to performance of this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Consultant also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

13.7.4. Access to the Sites of Performance. Consultant agrees to permit the FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

13.8. Program Fraud and False or Fraudulent Statements and Related Acts.

13.8.1. Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies" (49 CFR Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted Project for which the Services are being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.

13.8.2. Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Consultant, to the extent the Federal Government deems appropriate.

13.8.3. Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further

agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13.9. Suspension and Debarment.

13.9.1. Consultant must comply with and facilitate compliance with U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment" (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" (2 CFR Part 180). Consultant is required to verify that its principals, affiliates, and any subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

13.9.2. Consultant is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing this Agreement, Consultant certifies as follows:

The certification in this clause is a material representation of fact relied upon by the URA. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to remedies available to the URA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, during the term of this Agreement. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.10. Safe Operation of Motor Vehicles. Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Consultant owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

13.11. Federal Changes. Consultant shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement.

13.12. **Violation and Breach of Contract; Termination.** The clauses concerning violation and breach of this Agreement and termination of this Agreement can be found in **Section 15**, below.

13.13. **No Obligation by the Federal Government.**

13.13.1. The URA and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the URA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this contract.

13.13.2. Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13.14. **Federal Transit Administration (FTA) Terms Controlling.** Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any URA requests which would cause the URA to be in violation of the FTA terms and conditions.

Section 14. Indemnity and Insurance

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the URA harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct 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 the URA, its Project Manager, or any URA employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the URA, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the URA's requirements, as set forth in this Agreement, and to indemnify the URA as provided above and to reimburse the URA for any and all costs and damages suffered by the URA as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2**. Consultant shall defend the URA (using legal counsel reasonably acceptable to the URA) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

14.2. Standard of Care. In the performance of professional services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by

reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the URA's request, shall not be considered as a limitation or waiver by the URA 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 of this Agreement and within the prescribed timeframe.

14.3. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the URA in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies of insurance maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

14.3.1. Commercial General Liability Insurance. Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

14.3.2. 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 a 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 Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years thereafter.

14.3.3. Business Automobile Liability Insurance. If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the URA 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 **\$2,000,000**.

14.3.4. Workers Compensation Insurance. Consultant and all employers providing work, labor, or materials under this Agreement 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 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 thirty (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.

14.3.5. Insurance Carrier Rating. Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the URA, with an AM Best Rating of A or better. The URA reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the URA.

14.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The Urban Renewal Agency of the City of Wilsonville, the City of Wilsonville, and their elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the URA at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder.

14.3.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the URA. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the URA. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the URA at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the URA, requiring the carrier to notify the URA of any termination or change in insurance coverage, as provided above.

14.4. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the URA is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 15. Early Termination; Default

15.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

15.1.1. By mutual written consent of the parties;

15.1.2. By the URA, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

15.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the URA to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the URA. Withholding of disputed payment is not a default by the URA.

15.2. If the URA terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the URA may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the URA may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the URA as a result of the default by Consultant, including, but not limited to all costs incurred by the URA in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the URA to Consultant. In the event of a default, the URA will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the URA that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the URA may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the URA may elect to terminate this Agreement and seek remedies for the default, as provided above.

15.3. If the URA terminates this Agreement for its own convenience not due to any default by Consultant, 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 the URA under this Agreement.

15.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the URA that accrued prior to such termination. Consultant shall surrender to the URA items of work or portions thereof, referred to in Section 19, for which Consultant has received payment or the URA has made payment.

Section 16. Suspension of Services

The URA may suspend, delay, or interrupt all or any part of the Services for such time as the URA 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 Consultant's control. The URA shall not be responsible for Services performed by any subcontractors after notice of

suspension is given by the URA to Consultant. Should the URA suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the URA shall extend the time of completion by the length of the delay.

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the URA and Consultant. A modification is a written document, contemporaneously executed by the URA and Consultant, which increases or decreases the cost to the URA over the agreed Compensation Amount in **Section 3** of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the URA. In the event Consultant receives any communication of whatsoever nature from the URA, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the URA's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the URA to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement 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, the URA shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the URA before the Addendum may be implemented.

Section 18. Access to Records

The URA 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 the URA specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 19. Property of the URA

19.1. 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 the URA and shall be delivered to the URA 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 the URA upon request without additional compensation. Upon the URA's approval, and provided the URA is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer

releasing 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 URA.

19.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the URA or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 20. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To URA: City of Wilsonville
 Attn: Mike Ward, Civil Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: OBEC Consulting Engineers, Inc.
 Attn: Jason Kelly
 920 Country Club Road, Suite 100B
 Eugene, OR 97401

Section 21. Miscellaneous Provisions

21.1. Integration. This Agreement, including all exhibits attached hereto, 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.

21.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

21.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the URA.

21.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), 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 that Consultant is required

by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

21.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapters 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.

21.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

21.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the URA is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

21.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

21.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

21.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the URA.

21.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

21.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the URA, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the URA. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

21.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

21.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

21.15. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the URA "sole discretion" or the URA is allowed to make a decision in its "sole judgment."

21.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

21.17. Interpretation. As a further condition of this Agreement, the URA and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

21.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

21.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

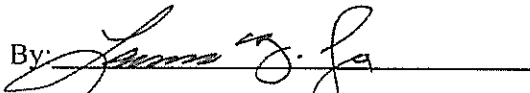
21.20. Authority. Each party signing on behalf of Consultant and the URA hereby warrants actual authority to bind their respective party.

[Remainder of Page Intentionally Left Blank]

The Consultant and the URA hereby agree to all provisions of this Agreement.

CONSULTANT:

OBEC CONSULTING ENGINEERS, INC.

By: 

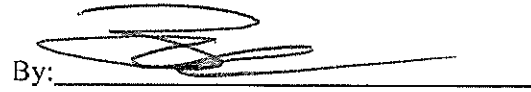
Print Name: LAURENCE H. FOX

As Its: PRESIDENT

Employer I.D. No. 93-0552628

URBAN RENEWAL AGENCY:

URBAN RENEWAL AGENCY OF THE
CITY OF WILSONVILLE

By: 

Print Name: Bryan Cosgrove

As Its: Executive Director

APPROVED AS TO FORM:



Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon

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ADDENDUM to STATEMENT OF WORK AND DELIVERY SCHEDULE

Construction Contract Administration and Construction Engineering & Inspection (“CA/CEI”)

**Construction Project Name: TOOZE ROAD (the “Project”)
 Project Location: 110th Avenue – Graham’s Ferry Road
 Local Agency: City of Wilsonville**

Name:	Mike Ward	Name:	Jason Kelly
Address:	City of Wilsonville 29799 SW Town Center Loop E Wilsonville, Oregon 97070	Address:	OBEC Consulting Engineers 5000 Meadows Rd, Suite 420 Lake Oswego, Oregon 97035-2224
Phone:	(503)570-1546	Phone:	(503)403-8614
Fax:	(503)682-7205	Fax:	(503)620-8416
Email:	ward@ci.wilsonville.or.us	Email:	jkelly@obec.com

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A. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES

The purpose of this Amendment is to add Services for the “CA/CEI” phase of the Project. The CA/CEI work is a new phase of Services, distinct from and in addition to the previous phases of Services. This Amendment does not delete, revise, or replace the tasks or requirements for the original statement of work (“SOW”) or any earlier amendment for previous phases of the Services, unless otherwise specifically provided in this Amendment. Sections B through D apply only to the CA/CEI Services.

Background

The General description and background for the Project are unchanged from the original SOW.

Phases of Services

The Services are divided into the following phases:

- Preliminary Engineering/Design
- Design Acceptance
- Final Design and Bidding Assistance
- CA/CEI

The CA/CEI phase will culminate when the Local Agency issues final acceptance of the Project and Consultant has completed all tasks and provided all deliverables as required. Completion of the CA/CEI phase of the Project will be the final phase of this Contract, unless otherwise provided in a future written amendment to this Contract.

List of Attachments:

Attachment A: Acronyms and Definitions

Attachment B: Breakdown of Costs (“BOC”) for Services

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

As provided in the Contract, all Services under this amendment shall be performed in accordance with the professional standard of care set forth in the Contract.

Consultant shall complete the CA/CEI Services in accordance with the current version in effect of the ODOT Construction Manual, the Quality Control Compliance Specialists (“QCCS”) Handbook, the Manual of Field Test Procedures, the ODOT Inspector's Manual, and this amendment.

2. General Requirements

As required in **ORS 672.002 to 672.325**, Consultant shall provide appropriate supervision and control with a licensed Professional Engineer in responsible charge of the CA/CEI Services.

All Inspection work must be performed by Agency-certified Inspectors as required by the Agency's Inspection Quality Assurance Program ("IQAP"). Consultant's Agency-certified Inspectors shall diligently monitor the work of the Construction Contractor ("CC") in order to determine whether the Project is constructed in compliance with the construction contract documents and any applicable current standards and Agency manuals or procedures, including but not limited to those listed in the Contract. All Quality Control ("QC") monitoring tasks must be performed by individual(s) certified by the Agency's Technician Certification Program.

Consultant shall immediately advise Local Agency of any construction or planned construction which fails to conform to the construction contract requirements applicable to the Project. Consultant shall also immediately advise Local Agency of any design errors or deficiencies or other problems that could have a negative impact on the Project construction schedule or construction cost.

3. Communication

Communication is an important element to the successful completion of the Project and CA/CEI Services. All communication and deliverables covered under this CA/CEI SOW shall be directed to the LAPM (or such other individual as designated in writing to Consultant).

To the extent possible, all transmittals from Consultant to Local Agency must include the Contract#. Formats for the document control system shall be discussed at the initial meeting between Local Agency and Consultant pertaining to the CA/CEI Services.

The CC for the Project will be determined through the competitive bidding or proposal process. When the CC has been determined, LAPM shall establish appropriate contacts with that firm prior to the Pre-Construction Conference.

4. ROLES AND RESPONSIBILITIES

Agency

The LAPM is Cities primary point of contact for Consultant. The LAPM has the authority to review and accept, or recommend acceptance of, all Consultant deliverables. The LAPM may distribute deliverables to appropriate Agency personnel for review and approval.

Agency is responsible for the following:

- Execution of Intergovernmental Agreements ("IGAs") related to the Project
- Material verification sampling and testing
- Providing a link to Agency's construction forms website and hardcopy forms as needed
- Inspecting Project specific fabricated items
- All contact with Federal Highway Administration ("FHWA") or other federal agencies
- All contact with Native American Tribes
- Final Project acceptance
- Providing access to Agency-owned Right of Way ("ROW") and easements

Consultant

Consultant shall provide all labor, equipment, and materials to provide the CA/CEI Services as outlined in this CA/CEI SOW.

Changes to Consultant's Project Manager are subject to Local Agency approval and will require written notice to Local Agency prior to the change.

Consultant staff assigned under this amendment to perform the Construction Inspection, Quality Control Manager and Quality Control Compliance Specialist functions are Key Persons (as identified on the approved QA/CA Plan) and may not be substituted or replaced unless approved in writing by Local Agency.

Consultant is not responsible for the means, methods, operating procedures or safety precautions of any CC or other entity.

Local Public Agency ("LPA") is responsible for the following:

- Project Management
- Coordination with CC
- Access to LPA owned ROW and easements
- Coordinate and lead Project meetings, including preconstruction conference
- Contract Administration, including
 - Labor compliance
 - Coordinate, review and comment on progress submittals
 - Contract change orders
 - Progress estimates
 - Claims negotiations
- Coordination with other outside agencies
- Primary Inspection
- Provide Consultant with existing Project information including As-Constructed drawings, pavement typical sections, utility maps, etc.
- Provide a Letter of Acceptance for Project at completion (per task 5.4)

C. REVIEW, COMMENT and SCHEDULE REQUIREMENTS

- Consultant shall complete all CA/CEI tasks and deliverables in a timely manner to avoid unnecessary delays in the construction Project. Consultant shall provide written notice to Local Agency at the first sign of delays caused by Agency, Local Agency, Consultant, CC, or any other entity that may delay completion of the Project or otherwise have a negative impact on the construction schedule.
- Consultant shall notify LAPM immediately (within 2 business days) upon discovery of any changes in the Project that may impact scope, schedule or budget of the Project or CA/CEI Services.
- Consultant shall submit all deliverables to LAPM or designee unless otherwise stated in specific tasks.
- All deliverables are considered draft until reviewed and accepted by Local Agency. Consultant shall make revisions to address Local Agency comments and submit revised deliverable(s) to LAPM within 5 business days of receipt of Local Agency review comments, unless a different timeframe is stated in specific tasks or otherwise agreed to in writing by Local Agency. If no revisions are necessary, the submittal will be considered final.

D. FORMAT REQUIREMENTS

- Deliverables shall be submitted to Local Agency in the format approved by the Local Agency
- **ODOT Forms** – Consultant shall use ODOT forms where required. Construction related forms referenced in this CA/CEI SOW are available on line at:
<http://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., Word, Excel, MS Project, etc.) and must be fully compatible with version used by Local Agency.
- Additional format requirements may be listed with specific tasks/deliverables throughout the CA/CEI SOW or in the PA/Contract.

E.1 TASKS, DELIVERABLES and SCHEDULE

Unless specifically stated otherwise in a particular task, Consultant shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this CA/CEI SOW. Consultant shall provide all labor, equipment and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this CA/CEI SOW.

Task Numbering: For purposes of standardization, task numbers in this CA/CEI SOW may be non-sequential due to deletion of unneeded tasks from Agency’s CA/CEI SOW template. For convenience to the reader, the task numbering for the CA/CEI phase will use the standard task number prefaced with “CE” (CE-1, CE-2).

TASK CE-1 PROJECT MANAGEMENT OF CA/CEI SERVICES

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant’s team in conformance with this amendment requirements of the CA/CEI Services and the Project’s goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services.

Task CE-1.1 Coordination

Consultant shall provide leadership, direction and control of these CA/CEI Services.

Consultant shall:

- Direct Consultant’s team with regard to overall CA/CEI activities and team meetings.
- Maintain liaison, communication and coordination between Consultant’s staff, local agency project manager (LAPM) and Agency staff to facilitate timely, efficient operations for all involved. LAPM will lead all coordination with the CC.

Deliverables:

- On-going coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task.)

Task CE-1.2 Status Reports and Invoices

Consultant shall prepare (24) Monthly Status Reports throughout the duration of the CA/CEI Services. See Section E.2, Project Schedule.

The Monthly Status Report must:

- Describe the previous month’s Consultant activities
- Describe the planned activities for the next month
- Identify any issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget

If the construction Project schedule milestones are significantly revised, Consultant shall attach the updated Project schedule and submit with Monthly Status Report. Consultant shall submit the Monthly Status Reports to LAPM with the monthly Consultant invoice.

Deliverables

Monthly Status Report - Submitted to LAPM with the monthly invoice no later than the 5th calendar day of the month following the reporting month.

TASK CE-2 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION

Consultant shall support the Project's needs by providing CA/CEI Services required for the LAPM to certify, at Second Notification and Third Notification, that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record (POR) as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

Task CE-2.1 Pre-Construction Conference

Consultant shall attend the Pre-Construction Conference according to Oregon Standard Specification for Construction (Standard Specifications) Section 00180.42, and the ODOT Construction Manual, Chapter 11 – Before On-Site Work Begins. Attendees will include the CC, LAPM, and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials and other items relevant to the construction of the Project.

Consultant shall:

- Attend and participate in Pre-Construction Conference

Deliverables:

- Provide comments to LAPM on meeting minutes

Task CE-2.3 Quality Assurance & Contract Administration Plan

Consultant shall prepare with LAPM a Quality Assurance & Contract Administration Plan ("QA/CA Plan") for the CA/CEI Services for the Project using Agency form # 734-2857 (as may be amended from time to time by Agency) which is available electronically on the website below). The QA/CA Plan must identify Consultant's certified quality assurance and construction inspection personnel and the personnel responsible for each of the major construction-related tasks identified in this CA/CEI SOW.

LAPM shall prepare the final QA/CA Plan.

Consultant shall make any necessary updates to the QA/CA Plan as work progresses and submit the updated QA/CA Plan to the LAPM for review and approval.

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/HwyConstForms1.aspx>
Form # 734-2857 - Quality Assurance & Contract Administration Plan

Deliverables:

- Draft QA/CA Plan (Form 734-2857) - Submit to LAPM no later than 5 business days following receipt from LAPM
- Updated QA/CA Plan (Form 734-2857) - Submit to LAPM within 5 business days of changes that require the update.

Task CE-2.4 [RESERVED]

Task CE-2.5 [RESERVED]

Task CE-2.6 Project Progress Meetings

Consultant shall attend periodic Project Progress Meetings with the CC and others as needed, including but not limited to the LAPM. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships and timely issue resolution.

Consultant shall attend additional activity-specific technical kick-off meetings for various activities required by the construction contract. These activities may include, but are not limited to:

- HMAC Paving
- Concrete Paving
- ADA Ramp
- Traffic Signals

Consultant shall:

- Attend and participate in Project Progress Meetings.

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than (2) Consultant staff attending and (15) meetings are assumed, see Section E.2 Project Schedule.

Deliverables

- Project Progress Meeting minute comments – Submit via email (1) copy to each attendee and (1) copy to LAPM within (5) business days after the meeting.

Task CE-2.7 Shop Drawing and Submittal Review

Consultant shall review construction shop drawings and working drawings submitted either electronically or in paper form by the CC. If electronic submittals are received, Consultant shall process them according to the ODOT Guide to Electronic Shop Drawing Submittal. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with Section 00150.35 of the Standard Specifications, and the ODOT Construction Manual, Chapter 16 – Working Drawings. Of the multiple copies of each shop drawing received from CC, Consultant shall:

- Maintain (1) of the as-submitted copies in the Project files
- Conduct review and prepare (5) mark-up/comment copies of the shop drawing. Stamped Drawings must be signed and dated by the POR and marked as either RV = Reviewed, or RVC = Reviewed with Comment.

Unstamped Drawings shall be marked as AP = Approved, AX = Approved as Noted, or RC = Returned for Correction

- Include construction contract number on all shop drawings

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings, the ODOT Guide to Electronic Shop Drawing Submittal, and the Standard Specifications Section 00150.35:

- Traffic control plan (3 total)
- Metal Sign Supports
- Pavement Design (2 total)
- Concrete mixes (2 total)
- Planting Work Plans (4 total)
- Erosion Control Plan
- Pollution Control Plan
- Rebar shop drawings (2 total)
- Water quality structure
- Traffic Signal ODOT Blue and Green Sheets
- Traffic Signal Mast Arm Pole drawings
- Street Light Pole
- Signing materials
- Striping materials

Consultant shall prepare shop drawings for non-standard permanent signs in accordance with Standard Specifications Section 00940.03, and for steel sign supports in accordance with Section 00930.02. Based on field survey information, Consultant shall review and verify all new sign post lengths.

Deliverables:

- Return approved shop drawings with comments:
Hard-copy Submittals (within time frame established in construction contract specified requirements:
 - (1) copy to LAPM (transmittal only)
 - (2) copies (1 for field and 1 for home office) to CC
 - (1) copy maintained in Project files
 - Electronic Submittals
 - (1) electronic PDF mark-up/comment copy to LAPM, CC, Project Files, and Agency Materials Unit
- POR-provided shop drawings for non-standard signs and steel sign supports (due within (5) business days of request):
 - (1) copy to LAPM (transmittal only)
 - (2) copies (1 for field and 1 for home office) to CC
 - (1) copy maintained in Project files

Files Retained by Consultant:

Consultant shall maintain files of all reviewed shop drawing submittals according to the retention period set forth in the terms and conditions of the Contract.

Task CE-2.8 Consultation during construction

Consultant shall provide consultation and technical Services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (“RFIs”). The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project.

Upon request of the CC, Agency or Local Agency during construction, Consultant shall:

- Clarify construction contract documents
- Respond to field inquiries
- Engage the services of the POR on all matters involving design changes

NOTE: Design requests must be initiated by either LPA or Consultant using a Change Request Form or a RFI. A response to an RFI may also initiate a Change Request or a formal contract amendment for Consultant or CC. No work shall be conducted on a Change Request until the LAPM approves the request and the appropriate change order document is approved. The Change Request must clearly outline Consultant’s cost, the estimated construction cost, and the cause of the change.

Deliverable:

- Written documentation of responses to CC or Local Agency inquiries – Submit (1) copy to LAPM within (2) business days of inquiry, unless other delivery date is agreed to by LAPM.

Task CE-2.9 Design Modifications [CONTINGENCY TASK, see Sec. F]

If Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with LAPM and POR prior to verbally agreeing on changes with CC or preparing the appropriate contract change order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the LAPM, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary contract change order documents (CCO, EWO or SFO) to make them a part of the construction contract.

Deliverables:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design)
 - Submit to LAPM at date agreed to when work was requested.

Task CE-2.10 Claim(s) Support [CONTINGENCY TASK, see Sec. F]

If authorized by LAPM, Consultant shall provide support to Local Agency to review and respond to any and all claims submitted by the CC as specified in the Standard Specifications Section 00199 – Disagreements, Protests and Claims. Consultant tasks for claim(s) support may include but are not limited to:

- Prepare memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc) related to claims.
- Provide consultation related to claims (in person, via telephone or email).
- Attend claim resolution meetings.

- Prepare a claim decision in conformance with the requirements of Standard Specifications Section 00199.40(b).

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than (48) hours for claim(s) support. Assume up to (1) claim, each requiring (3) staff to do (1) day of preparation and attend up to (1) all-day meeting for each claim, plus Principal and PM reviews and clerical assistance.

Deliverables:

The deliverables for claim(s) support may include but are not limited to:

- Memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims
- Consultation related to claims (in person, via telephone or email)
- Attendance at claim resolution meetings
- Claim decision that satisfies Standard Specifications Section 00199.40(b)

Task CE-2.11 Reserved

TASK CE-3 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall coordinate and conduct on-site monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the CC's schedule, construction contract documents and as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual.

Consultant shall have a certified Inspector on site during all critical times during the construction process. Consultant shall monitor the CC's quality control process for compliance with the construction Contract requirements. All persons involved in performing inspection duties must be certified through the Agency's Inspection Quality Assurance Program (IQAP) in the discipline for the work they will be inspecting. Consultant's Inspectors must be certified prior to commencement of any on-site work by the CC.

If circumstances occur that prevent the use of a Certified Inspector, Consultant may assign specific tasks to a non-certified individual. Refer to the IQAP for a list of limited duties that may be performed by non-certified personnel.

The following are the approved ODOT Inspector Certifications currently in place in the Inspection Quality Assurance Program:

- Certified Bridge Construction Inspector (CBCI)
- Certified Environmental Construction Inspector (CECI)
- Certified Traffic Signal Inspector (CTSI)
- Certified General Inspector (CGI)
- Certified Hot Mixed Asphalt Concrete Inspector (HMAC)
- Certified Drilled Shaft Inspector (CDSI)

Consultant shall perform work zone monitoring as required by the ODOT Construction Manual, ODOT Inspectors Manual and the construction contract documents. Accordingly, Consultant shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Erosion Control installation and maintenance
- Turbidity Monitoring (if required)

Consultant shall monitor the CC to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the construction contract documents). If the documents are not submitted to the Consultant, then the Consultant shall take appropriate action to require compliance by the CC:

- Temporary Protection and Direction of Traffic (TP&DT) Reports
- Erosion Control Monitoring Reports
- Turbidity Monitoring Reports

Task CE-3.1 Environmental Compliance and Mitigation Monitoring

Consultant shall perform compliance and mitigation monitoring related to environmental conservation measures agreed upon with State and Federal regulatory agencies through permit conditions and as included in the construction contract. This task involves conducting environmental inspection site visits during the construction phase of the Project, typically to document compliance with the environmental permits, including effectiveness of best management practices, avoidance and minimization measures, challenges encountered and corrective actions.

Consultant shall conduct site environmental inspections site visits to assist CC, LAPM and Agency in maintaining compliance with issued regulatory permits and the special provisions.

Consultant shall provide documentation of the construction process relative to this environmental compliance. Consultant shall review the CC's submittals for compliance with the construction contract and permits:

- Temporary Water Management Plan (TWMP)
- Work Containment Plan and System (WCP/WCS)
- Erosion and Sediment Control Plan (ESCP)
- Pollution Control Plan (PCP)
- Weed Control Work Plan (WCWP)

Consultant shall coordinate and schedule monitoring visits coincident with activities that have significant environmental components, including but not limited to:

FAHP Environmental inspections site visits are required of all projects implemented under the FAHP Programmatic Biological opinion.

For the FAHP, this includes at least (1) FAHP environmental inspection site visit and environmental inspection report for the Project for each construction year, and a FAHP environmental completion inspection site visit at Project completion and a Project Completion Report, and As-Built Report.

FAHP environmental inspections by Consultant shall be completed by a qualified Biologist or when approved by the ODOT Region Environmental Unit, an ODOT Certified Environmental Construction Inspector (CECI).

Consultant shall coordinate and schedule monitoring visits coincident with activities that have significant environmental components, including but not limited to:

- Significant ground disturbing activities
- Stormwater facility construction

Consultant shall conduct a minimum of (1) FAHP environmental inspection site visit and up to (2) FAHP environmental inspection site visits and prepare an environmental inspection report summarizing site conditions and providing recommendations of measures to facilitate permit compliance and correct deficiencies.

Consultant shall conduct (1) FAHP environmental completion inspection site visit and prepare the final Project Completion Report summarizing site conditions and providing recommended measures to facilitate permit compliance and documentation of any corrected deficiencies.

Assumptions: Cost estimate does not include laboratory fees that would likely be incurred following discovery of hazardous material. Additionally, if significant quantities of hazardous material are discovered, costs and labor associated with overseeing characterization, management, disposal, and Contractor coordination will be billed on a time and materials basis in accordance with our rate schedule.

Consultant shall evaluate onsite conditions and construction techniques during environmental inspections site visits to assess compliance with Project permits, the PCP, the ESCP, proposed site rehabilitation measures, and general environmental conservation measures. Consultant shall identify deficiencies and potential permit compliance issues and provide guidance to Agency, LPA and CC to aid in avoiding potential regulatory agency involvement or violations.

Based on the Project's significant site rehabilitation measures to offset Project impacts, Consultant shall provide input and clarifications during construction activities to facilitate biological functioning as outlined in Project permits.

In the event that deficiencies are noted, Consultant's Environmental Specialist shall immediately bring the deficiency to the attention of the CC, APM, LAPM and ODOT Environmental and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

Consultant shall conduct up to (20) environmental inspection site visits and prepare brief construction environmental inspection report or monitoring memorandums summarizing site conditions and providing recommended measures to facilitate permit compliance and correct deficiencies.

Task CE 3.1 Deliverables:

- Reviewed Contractor submitted Erosion Control Monitoring Reports (Form 734-2361) for compliance no later than (2) weeks after each inspection site visit. Maintain in the Project files and submit with final Project documentation as defined in Task 5.4
- Completed Consultant construction monitoring memorandums. If compliance issues are noted, document the deficiencies, recommendations and corrective action taken to correct deficiencies; submit (1) copy to CC, LAPM, within (5) business days after the monitoring site visit.
- General Daily Progress Reports / Project Diary – Complete daily when performing onsite visits; maintain in Project files and submit originals with final Project documentation as defined in task 5.4
- Project Photography / Photo Logs – Submit with reports (when applicable) and final Project documentation as defined in task 5.4
- Upon completion of the project and after the FAHP environmental completion site visit, prepare required FAHP completion report and submit to City within (10) business days of completing the site visit.

Task CE-3.2 Construction Activity Monitoring

Consultant shall monitor construction activities during construction of the Project utilizing Agency-certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC's operation. Consultant shall coordinate closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant shall perform inspections as detailed in the ODOT Construction Manual and the ODOT Inspectors Manual. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities.

Consultant shall determine and document all pay quantities for work and materials incorporated into the Project. As required by the ODOT Construction Manual, Chapter 12D – Quantities, Consultant shall prepare source documents ("Paynotes") for all pay items and include supporting documentation to support each payment. Consultant shall keep quantity documentation current at all times and available for Local Agency review upon request.

Deliverables:

- General Daily Progress Reports – Complete each day Consultant is on-site. Make available for review at Consultant's field office or home office. Originals submitted to Local Agency with final Project documentation submittal per task 5.4.
- Current Digital Photo-log of construction activities - Make available for Agency review at Consultant's field office or home office as needed.
- Source Documents "Paynotes" - Field notes, calculations, receipts, invoices, reports used to determine Project pay quantities, installation sheets, and other supporting documentation – Complete as work is performed (and enter data monthly per task 2.5). Make available for Local Agency review as needed and submit with final Project documentation per task 5.4.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more 50% inspection during the CC's activities for one year with the LPA taking the lead role for inspection and covering the remaining balance of CC time.

Task CE-3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)

Consultant shall document the work and Non-Field-tested materials incorporated into the Project by completing Field Inspection Reports (FIRs) as required by the ODOT Construction Manual, Chapter 12C – Quality and the Non-Field-Tested Materials Acceptance Guide. Consultant shall log the FIRs and other supporting quality documentation into the applicable Test Summary and keep up to date and available for review by Agency. Consultant shall maintain the Non-Field-Tested Materials Test Summary (Test Summary "A") as detailed in the ODOT Construction Manual.

Consultant shall monitor the CC's Quality Control (QC) program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents. Consultant shall coordinate with the ODOT Region Quality Assurance Coordinator (QAC) to confirm that adequate verification and independent assurance (IA) testing is performed.

Agency staff will perform the verification and IA testing; it is not a Consultant task under this CA/CEI SOW.

Consultant shall monitor the CC's QC Program. One or more Consultant staff shall perform the QCCS functions as defined in the QCCS Handbook and the Agency's Quality Assurance Program, which is in Section 2 of the ODOT Manual of Field Test Procedures. Consultant staff fulfilling the role of the QCCS shall be experienced in

all areas of field testing and documentation, and be certified by the Agency's Technician Certification Program for the specific tests being monitored.

The following are the approved Technician Certifications currently in place in the Technician Certification Program:

- Certified Aggregate Technician (CAgT)
- Certified Embankment and Base Technician (CEBT)
- Certified Density Technician (CDT)
- Certified Asphalt Technician I (CAT-I)
- Certified Asphalt Technician II (CAT-II)
- Certified Mix Design Technician (CMDT)
- Quality Control Technician (QCT)
- Concrete Control Technician (CCT)
- Concrete Strength Testing Technician (CSTT)

Consultant shall:

- Review and monitor the CC's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished, inspected by OBEC staff and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with Construction Contract requirements.
- Identify and monitor CC's quality control technicians and require proper and current certification(s), and require that proper testing frequencies and procedures are being followed. Monitoring must be done by Consultant staff experienced in all areas of field testing and documentation and certified by ODOT's Technician Certification Program for the specific tests being monitored.
- Take appropriate action if CC's quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.
- Communicate with Agency's QAC to facilitate timeliness and efficiency in the verification and IA testing work and compliance with all requirements of the ODOT Manual of Field Test Procedures and contract documents.
- Compare CC's QC test results to ODOT's verification test results to verify they are within IA parameters.
- Take appropriate action and work with LAPM to resolve any discrepancies between CC's QC test results and the ODOT verification test results.

Deliverables:

- Field Inspection Reports (FIRs) and Non-Field-Test Summaries - Maintained with Project files throughout the Project and available for Local Agency review as needed. Submit originals to Local Agency with final Project documentation per task 5.4.
- Field-Test Summaries and other Project field-tested materials quality documentation - Make available for Local Agency review throughout the Project. Submit originals to Local Agency with final Project documentation per task 5.4.

TASK CE-4 CONSTRUCTION SURVEYING

Consultant's licensed Land Surveyor shall provide land surveying Services and deliverables that conform to all state statutes pertaining to survey and land boundary laws. These include, but are not limited to, the following Oregon Revised Statutes (ORS):

- ORS Chapter 92 - Subdivisions and Partitions
- ORS Chapter 93 - Conveyancing and Recording
- ORS Chapter 209 - County Surveyors
- ORS Chapter 672 - Professional Engineers; Land Surveyors; Photogrammetrists; Geologists

Consultant's survey personnel shall perform all construction surveying tasks in accordance with the most recent version of the ODOT Construction Surveying Manual for Contractors (available on line at:

<http://www.oregon.gov/ODOT/HWY/GEOMETRONICS/pages/documents.aspx>

as required to ensure conformance of the Project construction with the approved plans and specifications. Consultant shall provide qualified personnel to verify the Project is constructed to the lines and grades as shown, specified, or established.

Task CE-4.1 RESERVED

Task CE-4.2 Construction Survey and Staking

Consultant shall provide all construction surveying for control of the Project as required to establish the position, orientation and elevation of the work from control stations, including furnishing and setting construction stakes and marks, reference marks, and additional control stations.

Consultant shall:

- Attend and participate in a pre-survey meeting with the CC, LAPM and others as may be appropriate.
- Coordinate with LAPM and CC to discuss and agree upon the extent of construction survey needs in order for the Project to be successfully constructed in the correct location and in accordance with the approved plans and specifications for the work
- Verify all initial horizontal and vertical control stations in the proximity of the Project
- Establish additional control stations as necessary to control the Project
- Make supporting calculations as required to establish the position of all elements of the Project. Make calculations in accordance with established Local Agency policies and procedures. Calculations must be sufficient to establish the correct position, orientation, and elevation of the work within required tolerances from control stations.
- Prepare horizontal and vertical alignment construction grade data from the construction contract plans. Provide calculations, field notes, and survey drawings for the layout and control of the work as are required to construct the Project.
- Perform staking of the Project clearing limits
- Set stakes to define the temporary signs for each stage of construction
- Perform staking for approximate ROW and easements
- Perform staking to delineate existing wetlands and other regulated work areas
- Provide staking necessary for construction of all roadways and sidewalks as follows:
 - Slope stakes for construction of earthwork, including intersections and match lines
 - Grade hubs for subgrade
 - Grade hubs for top of rock
 - Staking for finish grades
 - Permanent drainage, including manholes, inlets and pipes
 - Temporary and permanent striping
- Provide staking for permanent signs
- Provide staking for traffic signals and illumination

- Provide staking for permanent stormwater treatment facilities
- Provide staking for guardrail and barriers.
- Provide staking for curbs and curb returns, driveways, utility vaults, water quality facilities as applicable.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than (40) 1-day site visit(s) by a two-man survey crew for construction surveying.

Deliverables:

Submit the deliverables below to CC and the LAPM.

- Calculations, survey drawings and grade reports for layout and control of the work - Submit electronically at least (2) business days prior to staking a specific element, keep copies in the Project file. If required by LAPM, hard copies shall be provided.
- Staking reports (field notes, cut sheets, and survey drawings) for the specific items laid out - Submit electronically within (24) hours after staking of the specific element is complete. If required by LAPM, hard copies shall be provided.

Task CE-4.3 Locate, Recover and Reference Monuments

Consultant shall recover and reference monuments (as indicated below) in the location of the ROW identified in the control, recovery and retracement survey. Consultant shall document in field notes the monuments either found, or not found during the search phase. Consultant shall ensure compliance with the requirements of ORS 209.155.

For all monuments not destroyed during construction activities, Consultant shall note in the field notes that:

- All monuments were recovered (include date),
- All monuments exist per the control, recovery and retracement survey, or
- All monuments are within the new ROW and do not need to be reset

The monuments may or may not be retied to confirm their original surveyed positions. This decision will be made based on Consultant surveyor's professional judgment.

Consultant shall:

- Recover monuments shown on the control, recovery and retracement survey to confirm they either still exist or were destroyed during construction. Consultant shall note destroyed monuments that are within the Project limits.
- Locate and recover any new monumentation within the Project work zone which were placed after the original field search and survey ties, which may include research of county records as appropriate.

Deliverables

Submit the deliverables below to the LAPM.

- ASCII File of located monuments with monument point numbers and coordinates and any other electronic files (such as .fwd, .alg, ASCII, etc.) created or produced for the Project documenting Monumentation surveying - Submit within (2) weeks after recording of the survey filing map (SFM) with the appropriate County Surveyor's office
- Original field notes and (1) electronic .pdf copy - Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office

Task CE-4.4 Right of Way Monumentation

Consultant shall document the location of the ROW lines at the completion of the Project construction. Consultant shall perpetuate the location of the monuments found prior to construction and shall document the ROW lines for all property acquired for the Project.

Unless otherwise approved by the Local Agency, Consultant shall monument the new ROW using the Boundary Method in conformance with the ODOT Monumentation Policy and the Survey Filing Map Standards, available on the Internet at

<http://cms.oregon.gov/ODOT/HWY/GEOMETRONICS/Pages/documents.aspx>

Consultant may be assigned the method of monumentation, which could be the Network Method, Boundary Method, or a combination of both methods which are defined in the ODOT Monumentation Policy.

Consultant shall set control and/or ROW monuments within 45 days of the completion of construction.

Deliverables

Submit the deliverables below to the LAPM.

- AutoCad Civil 3D file displaying the control and/or monuments – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office
- AutoCad Civil 3D file with centerline(s), control and monument data, and report of alignment(s) showing coordinates, bearing, stations, etc., per AutoCad Civil 3D reports – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office
- Final report of monument station and offset relationship to the alignment(s) – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office
- Agency ROW files and copies of all deeds, court judgments, etc., from the appropriate County – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office
- Original field notes and (1) copy in .pdf format – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office
- Final ASCII file of all control and monument points set – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office

Task CE-4.5 Monumentation Survey Filing Map (SFM)

Consultant shall create SFM in accordance with Agency Survey Filing Map Standards, County and ORS 209 requirements. Consultant shall ensure preservation of existing survey markers in conformance with Chapter 6.2 of the ODOT Construction Survey Manual for Contractors, available on line at:

<http://cms.oregon.gov/ODOT/HWY/GEOMETRONICS/Pages/documents.aspx>

Consultant shall monument any newly acquired ROW in accordance with Survey Filing Map Standards for Right of Way Monumentation, available on line at

http://www.oregon.gov/ODOT/HWY/GEOMETRONICS/docs/right_of_way_monumentation_surveys.pdf

Consultant shall submit the survey to the appropriate county for filing on archival Mylar or acceptable media per county requirements.

Deliverables

- SFM –File at the appropriate County Surveyor's office within (45) days after setting monuments.
- Submit the deliverables below to the LAPM
- Final recorded SFM and narrative regarding methodologies used – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office

TASK CE-5 PROJECT CLOSE-OUT

Consultant shall complete interim and final on-site inspections and submit all Project records required for final payment and Project acceptance.

Task CE-5.1 Final Inspection(s) and Submittals

Consultant shall attend a review of the Project at a time close to completion of on-site work. Consultant shall attend a Project Final Inspection with CC and Local Agency within (15) days after receiving notice from the CC that all punch list items, final trimming and cleanup according to Section 00140.90 have been completed. If additional construction items are identified, Consultant shall provide input to a punch-list of items to be corrected by the CC. Once the punch-list items have been corrected, Consultant shall meet at Project site with LAPM for a follow-up to the Final Inspection.

Deliverables:

- Comments for Project punch list to LAPM (5) business days following final walk-thru.

Task CE-5.2 As-Constructed Plans

Consultant shall prepare as-constructed plans in conformance with City standards.

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- As-constructed plans must be reviewed and approved by the POR prior to submittal to ODOT.
- The submittal and distribution requirements are specified in the "Deliverables" section of this task.

Deliverables & Schedule.

Roadway Plans – If roadway plans are applicable to the Project, Consultant shall submit stamped and signed as-constructed plans **within 30 calendar days of issuance of Third Notification** as follows:

1. A **single electronic PDF file** that includes all roadway plan sheets showing red-line as-constructed markups -
 - Use file naming convention as shown in **Contract Plans Development Guide, Vol 1.**
 - In the "AsConstructedPlans" folder on the ODOT FTP directory, available at

<ftp://ftp.odot.state.or.us/AsConstructedPlans/>

create a subfolder under the "Roadway" folder using the ODOT key number for the subfolder name. Place the PDF file in the key number folder.

- Send email notification to LAPM

Traffic Plans - If traffic signal, traffic sign, or illumination plans (collectively “Traffic Plans”) are applicable to the Project, Consultant shall submit stamped and signed as-constructed plans **within (30) calendar days of issuance of Third Notification** as follows:

1. **Electronic PDF file output** that shows all red-line as-constructed markups (**also submit MicroStation file if**
2. **11 inch x 17 inch Mylar plan sheets (only required if on or connected to an ODOT facility)** showing hand drafted as-constructed markups
 - Submit (1) set to ODOT Traffic Section, 4040 Fairview Industrial Dr SE, Salem OR 97302.

Task CE-5.4 Submittal of Final Project Documentation

Consultant shall organize and submit the final Project quality, quantity that was inspected by the consultant detailed in the ODOT Construction Manual, Chapter 37 – Submittal of Final Project Documentation.

Deliverables:

- All final Project quality and quantity documentation – Original documents must be submitted to Local Agency within 60 calendar days after Second Notification
- All Project quality and quantity documentation related to plant establishment work – Original documents must be submitted to Local Agency within (14 calendar days after plant establishment work

E.2 PROJECT SCHEDULE

Schedule Assumptions

The Project is scheduled for a November 2017 bid opening for the CC. It is anticipated that the CC will receive NTP no later than January 2018. Local Agency shall issue the CC Notice of Award and NTP in accordance with the Section 00130 of the Standard Specifications.

- All construction work, with the exception of plant establishment work is assumed to be completed by December 31 2019.
- The plant establishment period is assumed to be a 1–year period.
- All work for this CA/CEI SOW is to be completed within 30 calendar days of Consultant issuing Third Notification to the CC.
- Construction Contract Completion Date as specified in Section 00180.50 of the construction contract is December 31, 2019.
- Third notification to the CC is assumed to be issued on or before December 31, 2020.

F. CONTINGENCY TASKS

CONTINGENCY TASK DESCRIPTION	(UNIT) NTE	MAX QUAN.	METH OD OF COMP.	CONTINGENCY NTE AMOUNT
Task CE-2.9 Design Modifications	\$6,588.00	1	T & M	\$6,588.00
Task CE-2.10 Claims Support	\$5,282.00	1	T & M	\$5,282.00
Total NTE For All Contingency Tasks:				\$11,870.00

ATTACHMENT A

ACRONYMS & DEFINITIONS

AASHTO	American Association of State Highway and Transportation Officials
Acceptance	In this WOC, "Acceptance" or "Accept" means that Agency has reviewed the deliverable(s) submitted by Consultant and finds the deliverable(s) submitted in reasonable compliance with WOC requirements. Agency Acceptance does not release Consultant from liabilities due to any Errors or Omissions with respect to Consultant's Services and/or deliverables.
Agency/ODOT	Oregon Department of Transportation
APM	Agency's Project Manager for CA/CEI Phase
CA	Contract Administrator
CA/CEI	Contract Administration/Construction Engineering and Inspection
CAGT	Certified Aggregate Technician
CAT I	Certified Asphalt Technician I
CAT II	Certified Asphalt Technician II
CBCI	Certified Bridge Construction Inspector
CC	Construction Contractor
CCO	Contract Change Order
CCT	Concrete Control Technician
CE	Construction Engineering
CEBT	Certified Embankment and Base Technician
CECI	Certified Environmental Construction Inspector
CDSI	Certified Drilled Shaft Inspector
CDT	Certified Density Technician
CGI	Certified General Inspector
Change Order	Contract Change Orders (CCO), Extra Work Orders (EWO) and State Force Orders (SFO)
CMDT	Certified Mix Design Technician
CPS	ODOT Contract Payment System
CSTT	Concrete Strength Testing Technician
CTSI	Certified Traffic Signal Inspector
CUF	Commercially Useful Function
DBE	Disadvantaged Business Enterprises
DRR	Documentation Review Report
EEO	Equal Employment Opportunity
EWO	Extra Work Order
FHWA	Federal Highway Administration
FIR	Field Inspection Report
HMAC	Certified Hot Mixed Asphalt Concrete Inspector
IA	Independent Assurance
IGA	Intergovernmental Agreement
Inspector	Representative of Consultant, with appropriate certifications, authorized to inspect and report on construction contract performance.
IQAP	Inspection Quality Assurance Program
LAPM	Local agency project manager
LPA	Local Public Agency
LRFD	Load and Resistance Factor Design
NTE	Not to Exceed
NTP	Notice to Proceed
OCR	ODOT Office of Civil Rights

OJT	On-the-Job Training
ORS	Oregon Revised Statutes
PA	Price Agreement
PE	Preliminary Engineering
PM	Consultant's Project Manager for CA/CEI Phase
POR	Professional of Record
QA	Quality Assurance
QAC	Quality Assurance Coordinator
QA/CA Plan	Quality Assurance & Contract Administration Plan
QC	Quality Control
QCCS	Quality Control Compliance Specialist
RAS	Region Assurance Specialist
RFI	Request for Information
RFP	Request for Proposal
ROW	Right of Way
SFM	Survey Filing Map
SFO	State Force Order
SOW	Statement of Work
Standard Specifications	<u>Oregon Standard Specification for Construction</u> - current version in effect during CA/CEI phase for this Project
TP&DT	Temporary Protection & Direction of Traffic
WOC	Work Order Contract
WYDOT	Wyoming Department of Transportation

ATTACHMENT B

BREAKDOWN OF COSTS FOR SERVICES

The Breakdown of Costs (BOC) dated June 27, 2017 is not physically attached but incorporated into this WOC Amendment with the same force and effect as though fully set forth herein. A Copy of the final BOC has been provided to Consultant prior to WOC execution.

OMB CONSUMMANTS

OMB

TOTALS

TASK	Division Manager	Project Manager	Project Accumulator	Estimator	Estimator	Estimator	Estimator	Investment	Survey	Project	Survey Tech	S. CAD	Engineer	TTL TALK HOURS	(6) OMC	(1) DMK	(7) CASO	(2) HAT CROWER	(4) MAYR RFD	(5) PMS	TOTALS
1.0 PROJECT MANAGEMENT & CAD SERVICES																					
1.1 Coordination	24		24																		\$1,091.00
1.2 Issue Reports and Inspections																					\$1,498.29
2.0 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING & INSPECTION																					
2.1 Pre-Construction Conference	5		5																		\$1,091.11
2.2 Pre-Construction Meeting	40		40																		\$1,740.00
2.3 Pre-Construction Meeting	20		20																		\$1,740.00
2.4 Construction Conference	10		10																		\$1,417.56
3.0 CONSTRUCTION, MONITORING & WORK ZONE																					\$11,302.00
3.1 Environmental Compliance and Mitigation Monitoring	40		40																		\$1,379.19
3.2 Construction Activity Monitoring	20		20																		\$1,417.56
3.3 Quality Control Monitoring (See Each Travel & Field Travel Worksheet)	10		10																		\$1,417.56
4.0 Construction Surveying and Stationing																					\$11,302.00
4.1 Utility, Boundary & Monumentation	40		40																		\$7,668.00
4.2 Utility, Boundary & Monumentation	20		20																		\$7,668.00
4.3 Utility, Boundary & Monumentation	40		40																		\$7,668.00
4.4 Right of Way Measurement	40		40																		\$7,668.00
4.5 Monumentation, Survey Files, Area (EPA)	40		40																		\$7,668.00
5.0 PROJECT CLOSE OUT																					\$1,417.56
5.1 Final Inspection (EPA, DEP, etc.)	4		4																		\$1,417.56
5.2 As-Built Survey Files	2		2																		\$1,417.56
5.3 Submission of Final Project Documents	2		2																		\$1,417.56
6.0 TOTAL NON-CONSTRUCTION WORK	216		216																		\$2,835.00
7.0 TOTAL NON-CONSTRUCTION LABOR ESTIMATE	\$13,284		\$13,284																		\$13,284.00
CONSTRUCTION TASK																					\$11,302.00
CONSTRUCTION LABOR ESTIMATE	\$11,302		\$11,302																		\$11,302.00
TOTAL NON-CONSTRUCTION LABOR ESTIMATE	\$24,586		\$24,586																		\$24,586.00
TOTAL LABOR ESTIMATE	\$35,888		\$35,888																		\$35,888.00
TOTAL NON-CONSTRUCTION ESTIMATE #																					\$2,835.00
TOTAL LABOR ESTIMATE																					\$11,302.00
TOTAL CONSTRUCTION ESTIMATE #																					\$11,302.00
TOTAL CONSTRUCTION ESTIMATE #																					\$11,302.00

TASK	MILEAGE	PERDIEM	MEALS	COPIES	OTHER	DESCRIPTION	(0) OBEC	(1) DKS	(2) CASSO	(3) HART CROWSER	(4) MEYER REED
3.2 Construction Activity Monitoring	3750						\$ 2,006.25				
4.2 Construction Surveying and Staking	400					(1) 20 - 25-mi round trip	\$ 214.00				
4.3 Locate, Recover & Reference Monuments	40					(2) 20-mi round trip	\$ 21.40				
4.4 Right of Way Monumentation	40					(2) 20-mi round trip	\$ 21.40				
4.5 Monumentation Survey Filing Map (SFM)					700	County recording fee	\$ 700.00				
TTL EXPENSE:	\$ 2,263.05	\$	\$ -	\$ -	\$ 700.00		\$ 2,963.05			\$ 4,164.00	\$ 315.00
							TOTAL EXPENSE	\$ 7,442.05			

STANDARD RATES

Mileage \$ 0.535
 Per Diem \$ 60.00
 Meals \$ 39.00
 Copies \$ 0.10
 Mylar (ft) \$ 6.00