

**ENGINEERING SERVICES AGREEMENT
WITH THE CITY OF WEST LINN
HIGHWAY 43 WATER UTILITY IMPROVEMENTS – HIDDEN SPRINGS TO ARBOR DRIVE**

City: City of West Linn, a municipal corporation of the State of Oregon.
Contractor: Murraysmith, Inc.
888 SW 5th Ave, STE 1170
Portland, OR 97204
Term: May 13, 2019 – September 30, 2020
Compensation: Not to exceed \$236,525.00

RECITALS

WHEREAS, the City's Fiscal Year FY 2018-2019 budget provides for the design and optional construction of PW-18-08 Highway 43 Water Utility Improvements – Hidden Springs to Arbor Drive; and

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, the City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing and qualified to perform such services;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Engineer's Scope of Services

The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibits 1 & 2, which is attached hereto and by this reference made a part of this Agreement.

2. Effective Date and Duration

This agreement shall become effective upon the date of execution by the City and shall expire, unless otherwise terminated or extended, on completion of the work or **September 30, 2020**, whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. Engineer's Fee

A. Basic Fee

- 1) As compensation for Basic Services as described in Exhibit 1 of this Agreement, and for services required in the fulfillment of Paragraph 1, the Engineer shall be paid on an hourly rate based upon the "Schedule of Rates" in Exhibit 2 of this agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall not exceed

the amount of **Two hundred thirty six thousand five hundred twenty five dollars (\$236,525.00)** without prior written authorization.

- 2) The parties hereto do expressly agree that the Basic Fee is based upon the Scope of Services provided in Exhibit 1 and is not necessarily related to the estimated future construction cost of the Project. In the event that the actual construction cost differs from the estimated construction cost, the Engineer's compensation will not be adjusted unless the Scope of Services changes and is authorized and accepted by the City.

B. Payment Schedule for Basic Fee

Payments shall be made upon receipt of billings based on the work completed. Billings shall be submitted by the Engineer periodically, but not more frequently than monthly. Payment by the City shall release the City from any further obligation for payment to the engineer for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Special Services

Only when directed in writing by the City, and signed by both parties as an addendum to this Agreement, the Engineer shall furnish or acquire for the City the professional and technical services based on the hourly rate schedule as described in Exhibit 1 of this contract for minor project additions and/or alterations.

D. Certified Cost Records

The Engineer shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For such purposes, the books of account of the Engineer shall be subject to audit by the City. The Engineer shall complete work and cost records for all billings in accordance with generally accepted accounting principles.

E. Contract Identification

The Engineer shall furnish to the City its employer identification number, as designated by the Internal Revenue Service, or social security number, as the City deems applicable.

4. Ownership of Plans and Documents: Records

- A. The field notes, design notes, and original drawings of the construction plans, including any copyright therein, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished, at no additional cost, one set of previously approved reproducible drawings, on 3 mil minimum thickness Mylar as well as diskette in "DWG" or "DXF" format, of the original drawings of the work. The City shall have non-exclusive, unlimited license to use the materials received from the Engineer in any way the City deems necessary. Any use, re-use or alteration of any materials other than as contemplated by the applicable Scope of Services shall be at the

City's sole risk, unless written permission has been received from Engineer prior to any such use.

- B. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Engineer at no additional expense to the City except as provided elsewhere in this Agreement.

5. **Assignment/Delegation**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Engineer shall be fully responsible for the negligent acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. **Engineer is Independent Contractor**

- A. The City's project director, or designee, shall be responsible for determining whether Engineer's work product is satisfactory and consistent with this agreement, but Engineer is not subject to the direction and control of the City. Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.
- B. Engineer is an independent contractor and not an employee of City. Engineer acknowledges Engineer's status as an independent contractor and acknowledges that Engineer is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Engineer to provide services under this contract are employees of Engineer and not of City. Engineer acknowledges that **Murraysmith, Inc.** is not entitled to benefits of any kind to which a City employee is entitled and that **Murraysmith, Inc.** shall be solely responsible for workers compensation coverage for **Murraysmith, Inc.** employees and all other payments and taxes required by law. Furthermore, in the event that Engineer is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Engineer under the terms of the agreement, to the full extent of any benefits or other remuneration Engineer receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Engineer or to a third party) as a result of said finding.
- C. The undersigned Engineer hereby represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Engineer, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

- D. If this payment is to be charged against Federal funds, Engineer certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.
- E. Engineer and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- F. Engineer certifies that it currently has a City business tax receipt or will obtain one prior to delivering services under this Agreement.
- G. Engineer is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. **Indemnity**

- A. The City has relied upon the professional ability and training of the Engineer as a material inducement to enter into this Agreement. Engineer represents to the City that the work under this contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Engineer's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Engineer of any responsibility for negligent or wrongful design deficiencies, errors, or omissions.
- B. Claims for other than Professional Liability. Engineer shall defend, save and hold harmless the City of West Linn, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts to the extent resulting from or arising out of the activities of Engineer or its subcontractors, sub-consultants, agents or employees under this contract. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Claims for Professional Liability. Engineer shall defend, save and hold harmless the City of West Linn, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Engineer or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement. Any design work by Engineer that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Engineer, regardless of the type of claim

made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Engineer unrelated to the quality of professional services provided by Engineer.

8. Insurance

Engineer and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly or indirectly out of Engineer's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

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

A. Commercial General Liability Insurance

Engineer shall obtain, at Engineer's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	\$3,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$500,000
Medical Expense (Any one person)	\$5,000

B. Professional Liability

Engineer shall obtain, at Engineer's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Engineer shall also obtain, at engineer's expense, and keep in effect during the term of the contract Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

The Engineer, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who 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. Out-of-state employers must provide Oregon workers' compensation coverage for their workers that complies with ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy and Automobile Policy shall include the City its officers, directors, and employees as additional insureds with respect to this contract. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the aforementioned liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Engineer's insurer will provide such if less than 24 months. Engineer will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

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

I. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Engineer shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. A renewal certificate will be sent to the address below 30 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for (PW-18-08 Highway 43 Water Utility Improvements – Hidden Springs to Arbor Drive). The City of West Linn, its officers, directors and employees shall be added as

additional insureds with respects to this contract. Insured coverage is primary” in the description portion of certificate.

J. Primary Coverage Clarification

The parties agree that Engineer’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in general liability.

Engineer's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without 30 days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Morgan Coffie, Management Analyst City of West Linn 22500 Salamo Road West Linn, OR 97068	Ph: 503-722-3431 Fax: 503-742-8652 Email: mcoffie@westlinnoregon.gov
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Such policies or certificates must be delivered prior to commencement of the work. Thirty days cancellation notice shall be provided City by mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

The procuring of such required insurance shall not be construed to limit Engineer’s liability hereunder. Notwithstanding said insurance, Engineer shall be obligated for the total amount of any damage, injury, or loss to the extent caused by negligence or wrongful acts in the performance of services with this contract.

9. Termination Without Cause

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Engineer. If City terminates the contract pursuant to this paragraph, it shall pay Engineer for services rendered to the date of termination. In no circumstance shall profit or overhead on unperformed work be due to Engineer.

10. Termination With Cause

- A. City may terminate this Agreement effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:
- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.

- 2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Engineer, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Engineer becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Engineer, if a receiver or trustee is appointed for Engineer, or if there is an assignment for the benefit of creditors of Engineer.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Engineer, may terminate the whole or any part of this Agreement:

- 1) If Engineer fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Engineer fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Engineer shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Engineer shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Engineer bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Engineer. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal. No payment shall be due to Engineer until City's damages are fully complete and calculated. If the amount of damage owed to the City is more than the amount owed to Engineer, Engineer shall tender the balance owed to City upon demand.

Any wrongful exercise of a termination for cause shall be converted to a termination without cause and Engineer's remedy shall be as limited therein

11. **Non-Waiver**

The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a

waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

City of West Linn	Murraysmith, Inc.
Attn: Finance Department	Attn: Tom Boland
22500 Salamo Road	Address: 888 SW 5 th Ave, STE 1170
West Linn, OR 97068	Portland, OR 97204
Phone: 503-657-0331	Phone: 503-225-9010
Fax: 503-650-9041	Fax: NA
Email: acctspayable@westlinnoregon.gov	Email: tom.boland@murraysmith.us

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither City nor Engineer shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

Engineer agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Engineer also shall comply with the Americans with

Disabilities Act of 1990, as amended, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

Engineer shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra (Changes) Work

Only Erich Lais, P.E., Assistant City Engineer may authorize extra (and/or change) work. Failure of Engineer to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Engineer thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. Governing Law

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

19. Compliance With Applicable Law

Engineer shall comply with all applicable federal, state, local laws and ordinances, including but not limited to:

- A. Engineer shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- B. Engineer shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Engineer or Subcontractor incurred in the performance of the contract.
- C. Engineer shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- D. Engineer and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- E. If Engineer fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Engineer or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Engineer by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Engineer or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from

any current payment due Engineer an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

- F. If the Engineer fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency, the Engineer owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- G. Engineer shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Engineer, of all sums which the Engineer agrees to pay for such services and all monies and sums which the Engineer collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. Engineer shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*).
- I. The Engineer must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- J. All subject employers working under the Engineer are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- K. All sums due the State Unemployment Compensation Fund from the Engineer or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- L. Engineer certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- M. Engineer certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all

regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- N. The Engineer represents and warrants that Engineer (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.
- O. If Engineer is a foreign contractor as defined in ORS 279A.120, Engineer shall comply with that section and the Contracting Agency must satisfy itself that the requirements of ORS 279A.120 have been complied with by Engineer before Contracting Agency issues final payment under this agreement.
- P. If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Engineer shall comply with ORS 279C.838, ORS 279C.840, and federal law.
- Q. Engineer shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.
- R. Engineer shall ensure that any lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

Any other condition or clause required by law to be in this Agreement shall be considered included by this reference. In the event of conflict, these required conditions and clauses control over any contrary or different conditions or terms of this Agreement

20. Conflict Between Terms

It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Agreement and any of the exhibits or attachments that together comprise the contract, this Agreement shall control and inclusion of any exhibit or attachment that has conflicting terms shall not be considered acceptance of the conflicting terms. If there is a conflict between the terms of this Agreement and any exhibit or attachment, the terms of this Agreement shall control.

21. Access to Records

City shall have access to such books, documents, papers and records of Engineer as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Engineer shall maintain records to help assure conformance with the terms and conditions of this Agreement, and to help assure adequate performance and accurate expenditures within the contract period. Engineer agrees to permit City, the State of Oregon, the federal government, or

their duly authorized representatives to audit all records pertaining to this Agreement to help assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

24. Complete Agreement

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

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Engineer has executed this Agreement on the date hereinabove first written.

ENGINEER

Murraysmith, Inc.

By: _____

Print Firm's Name

Thomas P. Boland, PE - Principal Engineer

Print Name & Title of Engineer's Authorized Representative

Thomas P. Boland

Digitally signed by Thomas P. Boland
Date: 2019.05.17 16:15:15 -07'00'

5/16/19

Signature of Firm's Representative

Date

CITY OF WEST LINN

Eileen Stein

By: Signature

Eileen Stein, City Manager

Print Name & Title

5-20-19

Date

APPROVED AS TO FORM:

Justin R. ...

LEGAL

SCOPE OF WORK FOR ENGINEERING SERVICES FOR HIGHWAY 43 UTILITY IMPROVMENTS – HIDDEN SPRINGS TO ARBOR DRIVE CITY OF WEST LINN

Background and Project Description

The City of West Linn intends to replace substandard water main utilities along HWY 43 between Arbor Drive and Hidden Springs Drive, in advance of the construction of ODOT's OR43 road improvements currently planned to begin in spring 2021. As part of the work, the City intends to identify the best long-term solutions and projects to replace the substandard mains (defined as all non-ductile iron (DI) pipe materials and mains with a diameter of 6-inches and smaller) along this section of HWY 43 and adjacent City streets. ODOT's project includes roadway widening, stormwater utilities, and grade cuts that will also likely require replacement/deepening of City mains to address conflicts.

City Responsibilities

The City will be responsible for the following:

- Provide a project manager who is responsible for overall project management and will provide coordination between the Consultant and the City.
- Provide the Consultant copies of all available and relevant City utility "as-built" plans, topographical maps, reports, studies, GIS mapping, existing waterline easements, etc. pertinent to the project.
- Provide Consultant with digital copies of the City's standard construction specifications, details and "front end" bidding document sections if applicable.
- Provide timely review and comment on all reports, drawings and specifications submitted by Consultant to City for review and approval.
- Submit applications to the State and/or County and City for any required permits. (Note Consultant may be requested to contribute project information for any such applications).
- Maintain records and process Consultant invoices.
- Provide legal review of all contracts, bid forms, and real property.
- Prepare, provide and distribute all public notifications, except where specifically identified for completion by Consultant in the Scope of Work.

- Coordinate and manage public involvement with adjacent property owners, and others as needed, except where specifically identified for completion by Consultant in the Scope of Work.
- Pay for all permit application fees.
- Provide bid advertisement and bid document printing services, as needed.

Design Assumptions

Basic design assumptions are detailed below.

- Approximately 4,000 linear feet (lf) of 8-inch and 12- inch diameter replacement water main on HWY 43, installed within the abandoned 24-inch diameter steel transmission main (Slip-lining or CIPP).
- Approximately 25 lf of 8-inch diameter replacement water main on Arbor Drive (southwest of Hwy 43), and approximately 25 lf of 8-inch diameter replacement water main on Arbor Drive (northeast of Hwy 43).
- Approximately 25 lf of 8-inch diameter replacement water main on Shady Hollow Way (northeast of Hwy 43), and approximately 25 lf of 8-inch diameter replacement water main on Marylhurst Drive (southwest of Hwy 43).
- Approximately 25 lf of 8-inch diameter replacement water main on Lazy River Drive (northeast of Hwy 43), and approximately 25 lf of 8-inch diameter replacement water main on Fairview Way (northeast of Hwy 43).
- Approximately 25 lf of 8-inch diameter replacement water main on Wailing Way (northeast of Hwy 43), and approximately 25 lf of 8-inch diameter replacement water main on Wailing Circle (southwest of Hwy 43).
- Approximately 25 lf of 8-inch diameter replacement water main on Wailing Circle (northwest of Hwy 43).
- Approximately 440 lf of 12-inch diameter replacement water main on Cedar Oak Drive (east of Hwy 43).
- Approximately 400 lf of 12-inch diameter replacement water main on Old River Road Cedar Oak Drive (south of Cedar Oak Drive).

Proposed Subconsultants

- OBEC - Surveying;
- JLA Public Involvement, Inc. (JLA) - Public Involvement Support;

Proposed Scope of Work

Presented below is a detailed description of the proposed scope of engineering services by work task.

Task 1 - Project Management

This task includes the administration and coordination of the Consultant's staff, subconsultants, and the interface with the City's project manager and other City staff. Murraysmith will actively manage all project work to meet the project budget and schedule. For the purposes of this scope and budget, an 16-month project duration is anticipated through bidding phase. The following subtasks are included:

Task 1.1 - Project Administration

- Perform general administration and project management throughout Design and Bidding phases to ensure successful completion of all tasks and elements of the Project within the established scope, schedule and budget.
- Process and submit monthly billings with a summary of project status by task and subtask, including a summary of invoicing from subconsultants retained for this project.
- Provide progress reporting with monthly billings including review of work efforts completed, forecasted work for the next monthly period, percent completion, and any encountered or projected challenges or issues.
- Maintain the overall project schedule including adding staff subconsultants and other resources as needed to meet scheduled milestones.
- Perform in-house QA/QC reviews of all deliverables prior to submitting review packages to the City.

Task 1.1 Deliverables

- Invoices and Progress Reports (monthly)
- Project Design Schedule

Task 1.2 - Key Project Design Meetings

Key Project Design Meetings under this subtask include coordinating schedules, developing agendas and preparing presentation materials for key project meetings during the design phase, and includes the following four (4) meetings:

- Project Kick-off
- Project Concept Plan Review
- Design Review at 50 Percent Completion
- Design Reviews at 90 Percent Completion

Agendas and supporting information will be distributed through the City project manager in advance of any meeting. Meeting minutes will be distributed to meeting attendees and other interested parties within five business days of the subject meeting date. All meetings will be conducted at the City offices.

Task 1.2 Deliverables

- Meeting agendas and minutes.

Task 2 – Coordination with Other Agencies

Coordination with the ODOT OR 43 project team, and City of Lake Oswego staff will be performed under this task through meetings, email and telephone communications. Prepare for and conduct up to two (2) meetings with ODOT OR 43 project representatives, and one meeting with City of Lake Oswego staff to review roadway improvement concepts and designs, and water main alignment options and designs.

Task 2 Deliverables

- Meeting agendas and minutes.

Task 3 – Data Collection and Review

Gather and review existing mapping, as-builts, design drawings, engineering reports and other data related to the proposed project. Review existing water transmission piping, valving and system operations. Perform site reconnaissance with City staff and design team to confirm existing site conditions.

Task 3 Deliverables

- There are no specific deliverables associated with this task as the data will be used to complete subsequent tasks.

Task 4 – Project Concept Planning

Project concept planning will be completed under this task. Develop a project concept plan using GIS and water master plan data. Identify “required” pipe replacements, including substandard mains within ODOT project limits, and other potential relocations driven by ODOT road widening/grading. Identify other “optional” pipe replacements, including substandard mains near Hwy 43 or other City high priority areas. Work will include a pipeline alignment analysis; evaluation of pipe sizes; an evaluation of alternatives for using the abandoned 24-inch transmission main pipe (including slip-lining with PCV & HDPE, and structural CIPP). Prepare overall project plan map. Develop budget level costs for evaluating alternatives and budget planning. Summarize findings

and recommendations in a technical memorandum, including a summary of advantages and disadvantages of each alternative and cost comparison.

Task 4 Deliverables

- Project Plan Map (.pdf)
- Budget Level Cost Estimates (.pdf)
- Draft and Final Project Concept Planning Technical Memorandum (.pdf).

Task 5 - Design Survey

The City intends to utilize ODOT survey data to the maximum extent possible to minimize project design costs. Discussions with the ODOT OR43 team indicate that there is an opportunity for the City to use ODOT’s mobile scan data base mapping, which will be available in mid-2019. Consultant team member OBEC is also serving as the OR43 survey lead doing significant data postprocessing for ODOT and can provide supplemental survey services for potential water main improvements that might be beyond ODOT immediate project limits, if needed. It is anticipated that the survey data prepared for the ODOT OR43 project will need to be converted by the Consultant from MicroStation/InRoads files to AutoCAD/Civil 3D files, for use as base mapping in the City’s design project.

Consultant shall survey the Project for the areas as described below unless otherwise noted in specific tasks. Consultant shall adhere to the standards stipulated by the Oregon Revised Statute (“ORS”) 672.047, subsections (1) through (7). Consultant's Professional Land Surveyor, registered in the State of Oregon, shall review and stamp as “Approved” all survey related deliverables and shall be responsible for all land surveying services including conformance to all state statutes pertaining to survey and land boundary laws under this SOW. These include, but are not limited to, the following state statutes: ORS Chapters 92, 93, 209 and 672.

The work in this Task must be accomplished according to the following manuals and standards:

- ODOT Survey Policy and Procedure Manual
- ODOT Basemap Standards, Data Collection and Drafting Procedures
- ODOT Right of Way (“R/W”) Engineering Manual
- ODOT Highway Design Manual (Right of Way Section) ODOT Contract Plans Development Guide (Base Maps)
- ODOT GNSS Guidelines
- ODOT Monumentation Policy
- ODOT Survey Filing Map Standards - (Control Recovery and Retracement Surveys)
- ODOT Survey Filing Map Standards - (Right of Way Monumentation Surveys)

Limits of Consultant Survey

The Consultant team member OBEC will be surveying within the right of way of OR43 as part of ODOT’s OR43: Arbor Drive – Hidden Road project. This work be completed before the Consultant

starts on the City's project Highway 43 Utility Improvements. The ODOT project survey limits only include twenty five (25) feet of each side street adjacent to Highway 43. The Consultant shall supplement the topographic base map and surface model prepared as part of ODOT's project with the additional survey limits described below, as needed. Survey limits are as follows:

Within the right of way of the following streets, additional length beyond ODOT limits noted below:

1. Arbor Drive - additional 100 LF southwest
2. Arbor Drive - additional 100 LF northeast
3. Robinwood Way - additional 100 LF southwest
4. Shady Hollow Way - additional 100 LF northeast
5. Marylhurst Drive - additional 100 LF southwest
6. Marylhurst Drive - additional 100 LF northeast
7. Fairview way - additional 100 LF northeast
8. Wailing Way - additional 100 LF northeast
9. Wailing Way - additional 100 LF southwest
10. Wailing Way - additional 550 LF southwest
11. Cedar Oak Dr. - additional 450 LF east

Task 5.1 - Survey Control

The purpose of this Task is to provide the means by which a project can be located relative to horizontal and vertical datum, map projection, and coordinate systems.

Horizontal Control

Consultant shall supplement the horizontal control points set as part of ODOT's OR43: Arbor Drive – Hidden Road project according to Agency standards using terrestrial (Theodolite and Electronic Distance Meter ("EDM")), Global Positioning System ("GPS") (Static, Rapid Static or Real time Kinematics ("RTK")) or a combination of both. Consultant shall set and adjust monuments in conformance with Agency guidelines. Guidelines are in the current "ODOT SURVEY POLICY AND PROCEDURE MANUAL" and "ODOT GNSS Guidelines". Consultant shall use NAD83 (2011) Epoch 2010.00 for the horizontal datum and the Oregon Coordinate Reference System - Portland Zone for the coordinate system.

Vertical Control

Consultant shall establish supplemental vertical control points set as part of ODOT's OR43: Arbor Drive – Hidden Road project based on the North American Vertical Datum ("NAVD") of 1988. Consultant shall establish vertical control using GPS derived elevations or elevations established by differential leveling methods.

Task 5.2 - Convert MicroStation File to AutoCAD/Civil 3D 2018

Consultant shall convert the MicroStation/InRoads files prepared as part of ODOT's OR43: Arbor Drive – Hidden Road project prepared by OBEC in 2019 to AutoCAD/Civil 3D files using standards prescribed by the Client.

Task 5.3 - Topographic Data and Basemap

The purpose of this Task is to collect additional existing topographic features, outside the limits of ODOT's OR43: Arbor Drive – Hidden Road project as described above to create a base map used to design this Project.

Consultant shall collect topographic data, within the limits of the Project described in the SOW, of constructed and natural features using a variety of Agency approved methods. These methods include but are not limited to: collecting the data using terrestrial (Theodolite and EDM) and GPS (RTK), and must conform to all file naming and coding formats in accordance with Agency standards.

Consultant shall collect the supplemental topographical data to create points and break lines in adequate quantity and in proper placement per ODOT's Survey Policy and Procedure Manual, to accurately represent the surface of the ground to be included in the Surface Model.

Consultant shall record all visible utility markings shown on power or telephone poles, vault tags, telephone pedestals (aka risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations and shall note these as well as ownership on the basemap.

Consultant shall map and record all utility facility structures (e.g. concrete pads, top slab of vaults, pump station housing, barrier screens or fenced enclosures). Consultant shall make a request to the utility owner to pull the cover whenever a manhole is found locked or bolted.

Consultant shall make field ties of all utility features including, but not limited to underground and overhead power lines, underground and overhead telephone lines, poles, risers, underground and overhead cable television lines, underground gas lines and underground water lines. Wires that cross street or road intersections must be measured vertically and a true elevation of those wires calculated. All power transmission towers must have all footings located and separately tied.

Aerial line alignments and guy wires must be indicated by rotating cell elements; the small line that bisects the square or round symbol is arranged to the wire alignment (drafted line elements must not be used). Ties to adjacent towers must be made and faint dashed lines (following the outer most wires) connecting each tower must be included. This is the only instance where drafted line elements are used to represent aerial wire alignment.

Consultant shall submit an Oregon Utility Notification Center Memorandum including, at a minimum, the locate request number and information of locate location requested.

Consultant shall take all applicable topographic data and shall create a detailed basemap file. The basemap features must be drafted to Murraysmith drawing standards.

Task 5.4 - Surface Model

Consultant shall create a three-dimensional surface model using topographical data collected within the areas described in this SOW.

Consultant shall create the Surface Model that meets the City's criteria for surface triangulation. Consultant shall collect confidence points in the field and generate a confidence point report. The topographical data and confidence points must meet Agency standards as defined in the "Surveying Manual". Consultant shall generate 0.2 foot minor contours and 1 foot major contours throughout the Surface Model for a QC analysis of the surface.

Surface Model shots must not exceed a 50-foot spacing to show the terrain. Topographic data for this Project must be gathered by techniques consistent with the construction of a Surface Model. A combination of survey data at break lines, features, and spot locations must be used to develop the Surface Model that will be used for design. Utility ties must not be used as part of the modeling.

Task 5 Deliverables

- An ASCII file containing adjusted northing and easting coordinates, elevations, and descriptors
- Consultant incorporate converted ODOT files with the newly collected topographic data to produce the Topographic Basemap and Surface Model.
- Utility Request Documentation (.pdf).
- Base Map in AutoCAD 2018 design file (.dwg).
- Civil3D 2018 Surface Model file
- AutoCAD 2018 design file (*.dwg) with the contour lines and triangles as specified above.

Task 6 – 50% Preliminary Design

Work under this task includes preparation of preliminary design drawings to approximately the 50% level, table of content (TOC) for technical specifications and contract documents, and cost estimates. City will review the 50% preliminary design package and provide comments, and Murraysmith will review the comments and prepare to discuss them at the meetings.

Task 6 Deliverables

- Electronic scalable set of plans (full size & half size .pdf).
- Draft TOC for technical specifications and contract documents (MS Word and .pdf).
- Cost estimate in Bid Schedule format (.pdf).

Task 7 – Permitting Support

Under this task, the Consultant team will assist the City in obtaining permits and approvals required for the project. It is assumed that the City will pay all permit fees. Copies of all completed permits, to be included in the appendices of the final construction contract documents. The following permitting assistance will be provided (It is anticipated that the City will prepare applications and obtain all other City jurisdictional permits not included below, and the construction contractor will obtain all construction related permits.):

Task 7.1 – ODOT Utility ROW Permit

Prepare permit application and submit on the City's behalf. Coordinate with ODOT permitting staff during permit application preparation.

Task 7.2 Deliverables

- Completed permit application submitted to permitting agency (hard copy originals & .pdf).

Task 8 – Final Design

Work under this task includes all office and field engineering efforts required to complete the final contract documents including plans, specifications, and engineer's estimate. The plans and specifications shall conform to City and State design standards. A design package will be submitted 90% completion level for City review and comments. City comments will be incorporated into the design. The final design packages (100% complete) will be completed based upon the 90% review comments.

The contract documents and special provisions will be prepared using City standard formats based on ODOT/APWA Standards. Any special construction materials or methods (i.e. trenchless construction) will be included as supplemental Special Technical Provisions prepared in Construction Specification Institute (CSI) format. The bid schedules shall be based on unit price items to accommodate changes in actual quantities during construction.

Task 8.1 – 90% Design - Plans, Specifications and Estimates

The 90% design submittal will be advanced from the 50% submittal, incorporating City review comments. Work under this task includes preparing updated preliminary drawings, technical specifications and contract documents, and cost estimates.

Task 8.1 Deliverables

- Electronic scalable set of plans (full size & half size .pdf).
- Draft TOC for technical specifications and contract documents (MS Word and .pdf).
- Cost estimate in Bid Schedule format (.pdf).

Task 8.2 – Final Design - Plans, Specifications and Estimates

The final 100% design submittal will be advanced from the 90% submittal, incorporating City review comments. Work under this task includes preparing final drawings, technical specifications and contract documents, and cost estimates required for bidding the project.

Task 8.2 Deliverables

- Signed and stamped electronic scalable set of plans (full size & half size .pdf).
- Signed and stamped contract documents and technical specifications (MS Word and .pdf).
- Cost estimate (PDF format).

Task 9 – Public Involvement Support (Optional Work)

Under this task, assistance with public information and input process and presentations will be provided by the Consultant team including JLA, as optional services.

The following tools will be used to generate awareness of the project, inform and educate the community and solicit feedback about the project construction impacts and options for mitigation. Public involvement support will include the following elements:

1. Public Involvement and Outreach Plan: Work collaboratively with the City to develop a Public Involvement and Outreach Plan tailored to the needs of the project that outlines the communications goals, key messages, target audiences and engagement strategies to be accomplished as part of this project.
2. Public Meetings: Schedule, coordinate, attend, and document up to three (3) public meetings, including coordination of event logistics (scheduling, securing location, meeting refreshments, set-up, take-down, and travel time) and preparation of materials (displays, handouts, comment forms, and sign-in sheets). Public meetings could be advisory meetings with neighbors, businesses, city staff, and/or public forums, and/or open houses.
3. Neighborhood Briefings: Schedule, coordinate, attend, and document up to two (2) neighborhood-briefing meetings, including coordination of event logistics (scheduling, set-up, take-down, and travel time) and preparation of materials (displays, handouts, comment forms, and sign-in sheets). Briefings could range from briefing neighborhood associations to neighborhood-focused open houses.
4. Public Information Materials: (FAQ sheets, Postcards, Doorhangers, Videos): Design, print, and distribute public information materials, including
 - FAQ sheet

- Postcards (2 total)
- Doorhangers (3 total, including distribution)
- Informational videos (2 total)

5. Project management for public involvement services

Task 9 Deliverables

- Public Involvement and Outreach Plan and schedule of tasks
- Informational fact sheet
- Sign in sheets, comment forms, summary reports and other materials for 3 public meetings, and 2 neighborhood briefings.
- F.A.Q. sheet
- Up to 2 project post card mailings (mailing addresses to be provided by the City)
- Up to 3 project door hangers
- Up to 2 informational videos

Task 10 – Bidding Services

Under this task, the Consultant will provide assistance to the City during the publicly bid contractor selection process. It is assumed the City will advertise the project, and the Consultant will be the primary point of contact for bidder inquiries. Consultant services will include:

- Conduct an on-site pre-bid meeting with prospective bidders.
- Assist the City as needed in responding to all bidder inquiries during the bid period.
- Review specialty contractor prequalification required for specialty construction (i.e. trenchless construction). Submitted contractor pre-qualification forms will be reviewed to confirm experience on similar type construction and size of the contractor, superintendent and foreman, as appropriate.
- Provide necessary bid addenda (assumed two addendum) to identify list of prequalified contractors, and address bidder questions necessary or clarify the intent and/or requirements of the contract documents, as needed.
- Assist City staff with the evaluation of all bids. Prepare bid tabulation. Provide letter of recommendation for award upon receipt of bid tabulations and bid packages.

Task 11 – Construction Phase Services (Determine after design)

Construction phase services for the project will be determined following completion of design. Services may include periodic construction observation and a number of other services including meetings, construction administration and reviews. It is anticipated that construction staking will be provided by the reservoir construction contractor. Consultant will coordinate survey control with the contractor's surveyor. This task includes the following subtasks:

Task 11.1 - Construction Contract Administration

Prepare and coordinate the execution of construction contracts and associated bonds, certifications, forms and other contractual requirements and prepare other various construction contract related communications as required to properly administer the construction contract(s) on behalf of the City.

Task 11.2 - Preconstruction Conference

Prepare an agenda and invitation list for a preconstruction conference and coordinate with the City regarding the conference details. Conduct the preconstruction conference, prepare a written conference summary and distribute the summary to all conference attendees.

Task 11.3 - Shop Drawings and Submittals

Receive and review shop drawings and other technical submittals such as equipment, materials of construction, performance data and certifications, laboratory test results, and technical manuals submitted by the contractor which are required by the contract documents. Maintain a submittal log and file. Submit complete submittal files to the City upon completion of the project. Consider and evaluate any alternatives or substitutions proposed by the contractor. Such reviews will be completed within 14 calendar days of receipt of submittals. Receive and review other submittals of the contractor including construction schedules, shop drawing/submittal schedules, lump sum price breakdowns, and other submittals required by the contract documents. For budgeting purposes, it is assumed that up to 75 submittals and resubmittals will be reviewed.

Task 11.4 - Monthly Pay Requests

Review the contractor's monthly requests for progress payments and recommend the appropriate amount to the City for payment to the contractor. Payment recommendations will be based upon the approved breakdown of the contractor's lump sum contract amount and the percentage complete of unit price items. Such reviews will be completed within 5 calendar days of receipt of the contractor's monthly pay requests.

Task 11.5 - Respond to RFIs

Provide clarification of the contract documents to the contractor based upon the contractor's written requests for information (RFI), verbal requests or as the need otherwise arises. Prepare written responses and drawings or sketches as necessary to the contractor to clarify the contract documents. Such written responses to RFI will be completed within 2-3 calendar days of receipt of the contractor's RFI, but more time may be necessary depending on the complexity of the required clarification. For budgeting purposes, it is assumed that up to 20 RFIs will need to be reviewed and processed.

Task 11.6 - Process Change Orders

Provide services related to any change orders. These include preparation of change order proposal description and justification documentation, assistance with negotiation of the change with the contractor, making recommendations to the City regarding any change orders, and processing the formal change order documents. For budgeting purposes it is assumed that no more than 4 change orders will need to be processed.

Task 11.7 - On-Site Construction Observation, Project Meetings, Project Manager Site Visits

Provide on-site construction observation services. For budgeting purposes it is assumed that project construction will require approximately (tbd) months of active construction and that construction observation will be provided for approximately 60 percent of the time during construction activities for (tbd) of those months, and 25 percent of the time during the remaining (tbd) months, resulting in approximately (tbd) hours of field observation time. The representative will prepare written reports on the construction activities at the site, maintain a diary of his/her activities, decisions, discussions with the contractor and other observations, conduct the periodic on-site meetings with the contractor, document the preconstruction conditions and construction work by photographs and/or video tapes, coordinate the delivery of any materials or equipment to be delivered to the City, witness any factory or off-site testing as may be necessary, and other work as assigned by the Engineer. Construction observation reports shall be submitted to the City on a weekly basis. Consultant will coordinate on-site representation field activities weekly with City staff so as to appraise the City of current and upcoming activities and work schedules.

Work under this subtask also includes preparing for and conducting periodic meetings on the project site with the contractor. Generally, the meetings will be weekly when significant construction work is underway. The purpose of these meetings is to identify any potential field problems and other issues regarding the project as well as to review the project progress versus the project schedule and to notify the City of any potential or actual claims or protests of the contractor or other matters of importance. Typically, the Consultant's on-site construction representative will conduct these meetings.

Periodic site visits by Consultant's project manager or project engineer will be conducted when significant construction is occurring or as important issues may need to be addressed. The purpose of these visits will be to answer questions regarding the contract documents, assist with resolving project difficulties, review the progress of the work and review the construction work to confirm that it is proceeding in accordance with the requirements of the contract documents.

Task 11.9 - Final Inspection

Prepare for and conduct a final inspection of the project with representatives of the City. Prepare a "punch list" of items of work remaining to achieve final completion of the project and to prepare for the City's acceptance of the project. Recommend procedures and timing of acceptance of the

project. Advise the City and the contractor of the dates for any warranty periods as established in the contract documents.

Task 11.10 - Project Files

Maintain files throughout the entire project.

Task 11.11- Claims and Protests

Notify the City in writing of any potential or actual claims or protests of the contractor. Coordinate with City staff and, if required, City legal counsel regarding these matters. For budgeting purposes it is assumed that no engineering time will be allocated for this item. Any additional engineering services associated with claims or potential claims will be outside of this work program and budget.

Task 11.12 - Testing & Start-Up/Project Close-Out

Coordinate with the contractor and the City for final testing and start-up of the facilities. Identify substantial completion of the project and submit a certificate of substantial completion with City concurrence. Recommend final payments to the contractor as appropriate.

Task 11.14 - Record Drawings

Prepare record drawings of the project based upon the construction records of the contractor and Consultants's on-site representative. Submit one set of full-sized record drawings on mylar and electronic AutoCAD and pdf format files to the City.

Proposed Project Fee Estimate

Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$ [REDACTED] which includes design and construction support services. The proposed fee estimate is provided as "Attachment A."

Proposed Project Schedule (To Follow)

The following is a proposed schedule of services for the project.

- Notice to Proceed (assumed) –
- Data Collection –
- Preliminary Project Concept Planning –
- Design Surveys –
- 50% Preliminary Design –
- Final Design and Permitting –
- Bidding, Award and NTP –

- Construction Period –

Preliminary Drawing List

The following is a list of drawings anticipated to be required for the project:

1	G-1	Cover and Index Sheet
2	G-2	Location and Vicinity Maps
3	G-3	Symbols and Legend
4	G-4	Abbreviations
5	G-5	General Notes
6	ESC-1	Cover Sheet and Erosion Control Notes
7	ESC-2	ESC Plan 1
8	ESC-3	ESC Plan 2
9	ESC-4	ESC Plan 3
10	ESC-5	ESC Plan 4
11	ESC-6	ESC Plan 5
12	ESC-7	ESC Plan 6
13	ESC-8	ESC Details
14	TC-1	Traffic Control Plan for Construction Vehicles
15	TC-2	Traffic Control Plan Detour Map
16	TC-3	Traffic Control and Road Closure Plan - 1
17	TC-4	Traffic Control and Road Closure Plan - 2
18	C-1	Transmission Project Overview - Key Map
19	C-2	HWY 43 - Piping Plan – 1
20	C-3	HWY 43 - Piping Plan – 2
21	C-4	HWY 43 - Piping Plan – 3
22	C-5	HWY 43 - Piping Plan – 4
23	C-6	SW Arbor Drive & NE Arbor Drive - Piping Plans - 5
24	C-7	Shady Hallow Way, Marylhurst Drive and Lazy River Drive - Piping Plans - 6
25	C-8	Fairview Way, SW Walling Way & Walling Circle - Piping Plans - 7
26	C-9	Cedar Oak Drive & Old River Road - Piping Plans - 8
27	C-10	Connection Details
28	C-11	Typical Roadway Resurfacing Details
29	C-12	Miscellaneous Civil Details - 1
30	C-13	Miscellaneous Civil Details - 2
31	C-14	Miscellaneous Civil Details - 3
32	C-15	Miscellaneous Civil Details - 4
33	C-16	City of West Linn Standard Details - 1

34	C-17	City of West Linn Standard Details - 2
35	C-18	City of West Linn Standard Details - 3
36	C-19	City of West Linn Standard Details - 4
37	C-20	City of West Linn Standard Details - 5
38	C-21	City of West Linn Standard Details - 6
39	C-22	City of West Linn Standard Details - 7
40	C-23	City of West Linn Standard Details - 8

HIGHWAY 43 UTILITY IMPROVEMENTS - HIDDEN SPRINGS TO ARBOR DRIVE
CITY OF WEST LINN
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)									ESTIMATED FEES						Contingency Items		
	Principal Engineer VI Bowers \$257	Principal Engineer V Hickey \$248	Principal Engineer IV Ginter \$238	Principal Engineer III Boland \$228	Professional Engineer V Luce \$163	Engineering Designer I Urness \$126	Technician IV Estep \$148	Administrative II Pitts \$97	Hours	Labor	Subconsultants		Subconsultant % Markup	Subconsultant Total with Markup	Other Expenses		CADD Units \$18/hr	Total
											OBEC	JLA						
Task 1 - Project Management																		
Task 1.1 - Project Administration	0	16	0	64	16	0	0	24	120	\$ 22,760			1.1	\$ -	\$ -	\$ -	\$ 22,760	
Task 1.2 - Key Project Meetings (4 meetings)	4			16	20				40	\$ 7,936			1.1	\$ -	\$ 100	\$ -	\$ 8,036	
Task 1 Subtotal	4	16	0	80	36	0	0	24	160	\$ 30,696	\$ -	\$ -	1.1	\$ -	\$ 100	\$ -	\$ 30,796	
Task 2 - Coordination with Other Agencies				8	18			2	28	\$ 5,054			1.1	\$ -	\$ -	\$ 36	\$ 5,090	
Task 2 Subtotal	0	0	0	8	18	0	2	0	28	\$ 5,054	\$ -	\$ -	1.1	\$ -	\$ -	\$ 36	\$ 5,090	
Task 3 - Data Collection and Review				4	16	16		4	40	\$ 6,128			1.1	\$ -	\$ -	\$ 72	\$ 6,200	
Task 3 Subtotal	0	0	0	4	16	16	4	0	40	\$ 6,128	\$ -	\$ -	1.1	\$ -	\$ -	\$ 72	\$ 6,200	
Task 4 - Project Concept Planning	2		4	30	60	30		24	150	\$ 25,418			1.1	\$ -	\$ -	\$ 432	\$ 25,850	
Task 4 Subtotal	2	0	4	30	60	30	24	0	150	\$ 25,418	\$ -	\$ -	1.1	\$ -	\$ -	\$ 432	\$ 25,850	
Task 5 - Design Survey									0	\$ -			1.1	\$ -	\$ -	\$ -	\$ -	
Task 5.1 - Survey Control					2				2	\$ 326	\$ 2,819	1.1	\$ 3,101	\$ -	\$ -	\$ -	\$ 3,427	
Task 5.2 - Convert MicroStation File to AutoCAD/Civil 3D 2018				1	2			8	11	\$ 1,738	\$ 4,462	1.1	\$ 4,908	\$ -	\$ 144	\$ 6,790		
Task 5.3 - Topographic Data and Basemap				1	2			12	15	\$ 2,330	\$ 15,235	1.1	\$ 16,759	\$ -	\$ 216	\$ 19,305		
Task 5.4 - Surface Model					2			8	10	\$ 1,510	\$ 2,363	1.1	\$ 2,599	\$ -	\$ 144	\$ 4,253		
Task 5 Subtotal	0	0	0	2	8	0	28	0	38	\$ 5,904	\$ 24,879	\$ -	\$ 27,366	\$ -	\$ 504	\$ 33,774		
Task 6 - 50% Preliminary Design	4			24	50	80		100	258	\$ 39,530			1.1	\$ -	\$ -	\$ 1,800	\$ 41,330	
Task 6 Subtotal	4	0	0	24	50	80	100	0	258	\$ 39,530	\$ -	\$ -	1.1	\$ -	\$ -	\$ 1,800	\$ 41,330	
Task 7 - Permitting Support									0	\$ -			1.1	\$ -	\$ -	\$ -	\$ -	
Task 7.1 - ODOT Utility ROW Permit				2	16			2	20	\$ 3,360			1.1	\$ -	\$ -	\$ 36	\$ 3,396	
Task 7 Subtotal	0	0	0	2	16	0	2	0	20	\$ 3,360	\$ -	\$ -	1.1	\$ -	\$ -	\$ 36	\$ 3,396	
Task 8 - Final Design									0	\$ -			1.1	\$ -	\$ -	\$ -	\$ -	
Task 8.1 - 90% Design - Plans, Specifications and Estimates	4			24	62	100		100	298	\$ 44,782			1.1	\$ -	\$ -	\$ 1,800	\$ 46,582	
Task 8.2 - Final Design - Plans, Specifications and Estimates	2			16	48	80		60	210	\$ 31,334			1.1	\$ -	\$ -	\$ 1,080	\$ 32,414	
Task 8 Subtotal	6	0	0	40	110	180	160	12	508	\$ 76,116	\$ -	\$ -	1.1	\$ -	\$ -	\$ 2,880	\$ 78,996	
Task 9 - Public Involvement Support (Optional Work)									0	\$ -			1.1	\$ -	\$ -	\$ -	\$ -	
- Public Involvement and Outreach Plan				1					1	\$ 228	\$ 2,216	1.1	\$ 2,438	\$ -	\$ -	\$ -	\$ 2,666	
- Public Meetings (3 meetings)	4			12	12			8	36	\$ 6,904	\$ 8,009	1.1	\$ 8,810	\$ 80	\$ 144	\$ 15,938		
- Neighborhood Briefings (2 meetings)	3			6	6			6	21	\$ 4,005	\$ 2,907	1.1	\$ 3,198	\$ 50	\$ 108	\$ 7,361		
- Public Information Materials									0	\$ -		1.1	\$ -	\$ -	\$ -	\$ -		
* FAQ sheet				1					1	\$ 228	\$ 1,881	1.1	\$ 2,069	\$ -	\$ -	\$ -	\$ 2,297	
* Postcards (2) and Doorhangers (3, including distribution)				3	5				8	\$ 1,499	\$ 10,276	1.1	\$ 11,303	\$ -	\$ -	\$ -	\$ 12,802	
* Informational videos (2 total)									0	\$ -	\$ 7,035	1.1	\$ 7,739	\$ -	\$ -	\$ -	\$ 7,739	
- Project management for public involvement services									0	\$ -	\$ 22,830	1.1	\$ 25,114	\$ -	\$ -	\$ -	\$ 25,114	
Task 9 Subtotal	7	0	0	23	23	0	14	0	67	\$ 12,864	\$ 55,155	\$ -	\$ 60,671	\$ 130	\$ 252	\$ 73,917		
Task 10 - Bidding Services									0	\$ -			1.1	\$ -	\$ -	\$ -	\$ -	
- Conduct Pre-Bid Meeting				3	4				7	\$ 1,336			1.1	\$ -	\$ 25	\$ -	\$ 1,361	
- Respond to Bidder Inquiries				4	8				12	\$ 2,216			1.1	\$ -	\$ -	\$ -	\$ 2,216	
- Review Contractor Prequalifications				2	8	8			18	\$ 2,768			1.1	\$ -	\$ -	\$ -	\$ 2,768	
- Prepare Addenda				1	10	5		8	24	\$ 3,672			1.1	\$ -	\$ -	\$ 144	\$ 3,816	
- Review Bids, Prepare Bid Tabulation and Award Recommendation				1	2	3			6	\$ 932			1.1	\$ -	\$ -	\$ -	\$ 932	
Task 10 Subtotal	0	0	0	11	32	16	8	0	67	\$ 10,924	\$ -	\$ -	1.1	\$ -	\$ 25	\$ 144	\$ 11,093	
TOTAL - ALL TASKS	23	16	4	224	369	322	342	36	1336	\$ 215,994	\$ 24,879	\$ 55,155	1.1	\$ 88,037	\$ 255	\$ 6,156	\$ 310,442	
	16	16	4	201	346	322	328	36	1269	\$ 203,130	\$ 24,879	\$ -	\$ -	\$ 27,366	\$ 125	\$ 5,904	\$ 236,525	