ENGINEERING SERVICES AGREEMENT
WITH THE CITY OF WEST LINN
ARTERIAL ROADWAY PRELIMINARY DESIGN – HIGHWAY 43 & WILLAMETTE FALLS 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 20, 2019 – January 1, 2020
Compensation:	Not to exceed $1,316,724

RECITALS

WHEREAS, the City's Fiscal Year **FY 2018-2019** budget provides for the design and construction of **PW-19-03 Arterial Roadway Preliminary Design Contract – Highway 43 & Willamette Falls 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 and 2, which are 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 **January 1, 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 **One million three hundred sixteen thousand seven hundred twenty four** dollars (**$1,316,724**) 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 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:

Coverage	Limit
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 (Name of project) . 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

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. <u>Non-Waiver</u>

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. <u>Method and Place of Giving Notice, Submitting Bills and Making Payments</u>

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: Gabe Crop
22500 Salamo Road West Linn, OR 97068	Address: 888 SW 5th Ave, STE 1170 Portland, OR 97204
Phone: 503-657-0331	Phone: 503-225-9010
Fax: 503-650-9041	Fax: NA
Email: acctspayable@westlinnoregon.gov	Email: gabe.crop@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 disenabled, 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 disenabled 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 statues, 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 statues, 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

By: Murraysmith

Print Firm's Name

Gabriel Crop, Principal Engineer

Print Name & Title of Engineer's Authorized Representative

Signature of Firm's Representative

5/23/19

Date

CITY OF WEST LINN

By: Signature

Eileen Stein, City Manager

Print Name & Title

5-23-19

Date

APPROVED AS TO FORM:

LEGAL

EXHIBIT 1

SCOPE OF WORK
ARTERIAL ROADWAY PRELIMINARY DESIGN
CITY OF WEST LINN

Introduction/General/Background

The City of West Linn has requested professional services for the preliminary design of arterial roadway and multimodal improvements along both the Highway 43 corridor and Willamette Falls Drive corridor. The design will need to further the concepts shown in the Highway 43 Conceptual Plan, align with the ongoing ODOT I-205 and Willamette Waterfront projects, and provide additional detail to meet current and future needs of the area.

Project Understanding and Assumptions

Multimodal pedestrian and bike facilities in the project area are defined as substandard or completely lacking in both areas of the project. Deficiencies and traffic needs in both corridors are identified in the West Linn Transportation System Plan (TSP) and Highway 43 Concept Plan. The City has also been working on transportation planning at Willamette Falls Drive and Highway 43 (waterfront project) that will be incorporated into the design. The purpose of this project is to provide preliminary design for separated bike and pedestrian facilities along with road and drainage improvements consistent with the TSP and Highway 43 Concept Plan as well as improve overall safety of the corridor while accommodating vehicle traffic, parking, and access needs of the area. Desired improvements to the project areas to be addressed in the preliminary design include:

- Infill key missing sidewalk sections between residential, commercial, park, and transit areas, in accordance with the Americans with Disabilities Act ("ADA").
- Add transit stops, improve lighting (design by PGE), and re-design intersections for improved flow and safety.
- Convert roadway sections from two to three vehicle lanes along Highway 43, provide new cycle track (grade-separated bike lanes), and provide access restrictions and enhanced turn lanes to optimize flow on Highway 43.
- Realign intersections, creating improved approaches along Highway 43 (Mark Ln./Linwood Dr, Dillow Dr./ Highway 43, and Buck St./Caufield St.

- Convert Barlow St./ Highway 43 connection to a non-motorized connection while re-routing vehicular traffic via Buck St.

- Improve existing transit stops and review the possibility of shifting existing pedestrian crossing and bus stops.

- Remove medians. Create dedicated right-turn lane at key intersections (assumed to be currently signalized intersections) as appropriate. City of West Linn Standard details and cross sections are proposed for the majority of these sections with widening at intersections as required.

- Consider roundabouts where appropriate based on ongoing design work in both corridors.

- Current plans for Willamette Falls Drive is to maintain the existing two-lane road configuration and add separated bike lanes (and/or sidewalks) with the possibility of a two-way separated bike lane from 10th to Highway 43 to minimize right of way impact and maintain a compact form. The portion of Willamette Falls Drive from Sunset to Highway 43 will be realigned in coordination with the Mill property as envisioned in the waterfront planning concepts. Final layout of Willamette Falls Drive will be determined as part of this project.

- Consider opportunities for an "interim" widened shoulder along Willamette Falls Drive from Sunset to 10th as a possible enhancement until permanent improvements can be built.

- Project limits include Highway 43 from Hidden Springs Road to approximately 100 feet north of the southbound I-205 interchange terminal; and Willamette Falls Drive from the Tualatin River to 16th Street and from 10th Street to Highway 43, including the segment of Highway 43 from approximately 100 feet south of the northbound I-205 interchange terminal to the Willamette River Bridge. (Note that the downtown commercial Willamette area of Willamette Falls Drive (10th to 16th St) is currently under a separate design contract and is not part of this project scope of work.)

This scope of work will take the project through the required City processes to a preliminary design product (approximately the 30% level of completion) for City Council approval that will be the basis for future capital projects in both corridors. In addition, an interim 10% horizontal plan for Willamette Falls Drive will be presented for adoption into the City of West Linn TSP and to support an application for potential regional investment funding. The preliminary designs will include surveying, plan and profile drawings, right of way impacts, and preliminary retaining wall/grading design. No right of way acquisition, specification preparation, or construction will be part of this scope of work. The expected outcome of the project is to complete the preparation of preliminary plans and cost estimates for these corridors with detailed and accurate surveying for plan and profile design. Each corridor will be under a separate cover and all plans are to be 11x17 (1"=50') with AutoCAD and/or MicroStation based files also provided. Utility issues/concerns will need to be identified but will not be resolved/design as part of this work.

City Responsibilities

The City will be responsible for the following:

- Provide a Project Manager responsible for project oversight and coordination between the Consultant and the City, and with the City's other service providers.
- Coordinate communication among City staff, organize comments on deliverables, and provide unified guidance/direction to the Consultant.
- Ensure that City staff members provide timely responses to questions and be available for meetings requested by the Consultant. Meetings between City staff and the Consultant will typically take place at City Hall, with the exception of field meetings as needed.
- Review and process Consultant's monthly payment requests.
- Negotiate contract amendments, as needed.
- Provide landowner, business owner and/or tenant contact information in spreadsheet format (owner name, tenant name, business name, site address, mailing addresses for each party, tax lot id, and other pertinent contact info obtained).
- Provide access to available City policies, regulations, guidelines, as-built information, utility mapping, existing condition surveys, topographic information, standard drawings, reports, studies, and other relevant information through the City's website.
- Provide project notice to all property owners fronting survey mapping limits, if needed.
- Review and approve any permits and traffic control plans (any applicable permit fees waived) provided by Consultant for geotechnical investigations and/or other field work.
- Obtain meeting rooms for public involvement activities.
- Provide advertisement for public involvement meetings. Finalize, print, and distribute meeting notices.
- Schedule and lead Transportation Advisory Board meetings, with support from the Consultant.
- Collect and transmit public comment forms and comments solicited by the project, and provide Consultant with written documentation of unsolicited comments/suggestions. Consultant to compile information for reference.
- Set-up and host project webpage on City's website.

- Provide property owner records for project area (adjacent/affected properties as well as a larger project area, for public meeting notices and informational mailings).

- Manage the relationship with other jurisdictions (cities, ODOT etc.) involved in the project, with residents, and with the general public as needed.

Scope of Services

Consultant will perform the following services.

Task 1 - Project Management

This effort covers the administration and coordination of the Consultant's staff, subconsultants, and the interface with the City's Project Manager and other City staff. The effort will include the following items:

- One project kick-off meeting. Consultant will schedule and lead the meeting and prepare a meeting agenda and minutes. For estimating purposes, two Murraysmith team members will be present. Two Kittelson and one OBEC team members will also be present.

- Five monthly project meetings to discuss the progress of the project. Consultant will schedule and lead project meetings and prepare meeting agendas and minutes. For estimating purposes, two Murraysmith and two Kittelson team members will be present at each team meeting, up to four hours in length. It is assumed that City design review comments on the Draft Preliminary Design Package will be discussed at one of the monthly meetings if necessary.

- Two project coordination meetings with ODOT and/or other stakeholders to verify key design criteria. Consultant will schedule and lead the meeting and prepare a meeting agenda and minutes. For estimating purposes, two Murraysmith team members will be present. Two Kittelson and one OBEC team members will also be present.

- Coordinate submittal and review of deliverables.

- Process and submit up to five monthly billings, each with a summary of project status.

- Overall project coordination including preparation and maintenance of the overall project schedule, internal project meetings, and managing staff, subconsultants and other resources as needed to meet scheduled milestones.

Task Deliverables

- Meeting agendas and minutes
- Invoices and Progress Reports (monthly)
- Project Design Schedule

Task 2 - Surveying

The limits of surveying for this scope of services include:

- Ten feet outside the R/W line on both sides of Highway 43, with the northerly limit being about 300 feet southerly of the intersection with Hidden Springs Road (limit of survey from OR43 Arbor Drive to Hidden Springs Road) and the southerly limit to be 500 feet south of the intersection with Holly Street.

- Ten feet outside the R/W line on both sides of Willamette Falls Drive, with the westerly limit being the bridge abutment with the Tualatin River and the easterly limit to be the east side of the intersection with 16th Street.

- Ten feet outside the R/W line on both sides of Willamette Falls Drive, with the westerly limit being the west side of the intersection at 10th Street and the easterly limit to be 300 feet east of the intersection with Chestnut Street.

- The area bounded by Exhibit A at the end of this document where roadway realignment is anticipated for Willamette Falls Drive and Sunset Avenue immediately west of Highway 43. The easterly limits of this area are defined by the limits already surveyed as part of the current I-205 project.

- At intersections of Willamette Falls Drive cross-streets, topo data collected and processed will extend onto cross-streets an extra 20 feet from the Willamette Falls Drive right-of-way line, or enough distance to extend to encompass the entire existing curb return.

- At intersections of Highway 43 with cross-streets, topo data collected and processed will extend onto cross-streets 100 feet from the Highway 43 right-of-way line.

- At the following intersections, wider topo limits will occur for planning of roundabouts or other improvements, as delineated on a separately developed Topo Limits.kmz file:

    - Highway 43 and Mark Lane/Linwood Drive (proposed realignment)
    - Highway 43 and Pimlico (potential future roundabout)
    - Highway 43 and Dillow Drive (proposed realignment)
    - Highway 43 and Barlow Street (proposed closure)
    - Highway 43 and Buck Street/Caufield Street (proposed rerouting from Barlow Street and realignment)
    - Highway 43 and A Street/Elliot Street (proposed Roundabout)
    - Highway 43 and McKillican/Garden (proposed Roundabout)
    - Willamette Falls Drive and Sunset Avenue [West Intersection] (proposed realignment)
    - Willamette Falls Drive and Sunset Avenue [East Intersection] (proposed Roundabout)

- Areas already surveyed by OBEC as part of the I-205 Widening project are not included in this task.

Consultant will survey the Project for the areas as described above unless otherwise noted in specific tasks. Consultant will 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, will review and stamp as "Approved" survey related deliverables and will be responsible for land surveying services including conformance to state statutes pertaining to survey and land boundary laws under this scope of work. These include, but are not limited to, the following state statutes: ORS Chapters 92, 93, 209 and 672.

Task 2.1 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 will establish horizontal control according to ODOT 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 will set and adjust monuments in conformance with ODOT guidelines. Guidelines are in the current "ODOT SURVEY POLICY AND PROCEDURE MANUAL" and "ODOT GNSS Guidelines". Consultant will 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 will establish Project vertical control based on the North American Vertical Datum ("NAVD") of 1988. Consultant will establish vertical control using GPS derived elevations or elevations established by differential leveling methods.

Task 2.1 Deliverables

Consultant will submit the following items within 10 weeks of NTP and must be submitted prior to filing the control survey with the County.

- Narrative of RAW data. For the levels electronically processed, one copy of each of the following: original raw file as collected in the field, American Standard Code for Information Interchange ("ASCII") file showing level closure data and ASCII file showing the level rod readings not shown in the field notes.

- Adjustment report for one or more of the following: Least Squares adjustment for networks, an approved traverse adjustment method for traverses and a GPS adjustment report when using GPS.

- An ASCII file containing adjusted northing and easting coordinates, elevations, and descriptors.

- Scanned copy of the original field notes.

Task 2.2 Retracement

The purpose of this Task is to identify the location of the existing Centerline(s), R/W lines, Property line(s) (Resolve), to perpetuate the location of the monuments found and to document the control used for this project area. The deliverable(s) produced by this task are Survey Filing Maps ("SFM"). These tasks must address the requirements of ORS 209.150 and 209.155 and other survey related statutes.

Retracement will cover Highway 43 and Willamette Falls Drive in the areas noted under the survey limits above. Cross streets noted as requiring 'wider topo limits' for roundabout design or realignment will also be retraced – these include the intersections of the following streets:

- Highway 43 and Mark Lane/Linwood Drive (proposed realignment)
- Highway 43 and Pimlico (potential future roundabout)
- Highway 43 and Dillow Drive (proposed realignment)
- Highway 43 and Barlow Street (proposed closure)
- Highway 43 and Buck Street/Caufield Street (proposed rerouting from Barlow Street and realignment)
- Highway 43 and A Street/Elliot Street (proposed Roundabout)
- Highway 43 and McKillican/Garden (proposed Roundabout)
- Willamette Falls Drive and Sunset Avenue [West Intersection] (proposed realignment)
- Willamette Falls Drive and Sunset Avenue [East Intersection] (proposed Roundabout)

Other cross streets will not be fully retraced, but a few monuments on each cross street will be tied in order to resolve an approximate location for the street.

It is noted that the as-traveled Willamette Falls Drive, between 4th Street in Willamette and Chestnut Street, is known to have an uncertain legal status, according to notes on SN1968-047 and SN2019-040. This portion will need to be legalized prior to final design. This legalization work is not part of this scope of work.

Research

Consultant will perform data research as necessary to prepare for and support project activities, and to produce project maps and reports as called for in subsequent tasks. The typical records required for research include, but are not limited to; vesting deeds, land sales contracts, County assessor plats and road records, subdivision plats, General Land Office plats, ODOT R/W drawings, railroad maps, County surveys, road dedications and vacations.

Existing Vesting Deeds and Property Ownerships

Consultant will obtain a "Trio listing kit" (typically provided by a Title Company). Consultant will identify property ownership within and adjacent to the project site by investigating property deeds

and County tax records. Consultant will itemize and report property ownership and owner contact information to City in a spreadsheet provided by ODOT. Consultant will submit each deed in its own electronic file. Consultant will include vesting deeds referenced in the Property Vesting Deeds if needed to resolve the property boundary.

Existing R/W Maps

Consultant will research and gather copies of ODOT, City, County, utility company, railroad, and any other R/W Maps and drawings related to the project area. Consultant will scan maps to make electronic version of maps if no electronic version exists for R/W maps deliverable.

Consultant will obtain City R/W file numbers from the R/W Maps and order existing ODOT R/W files associated with the project area. Consultant will order the existing files from ODOT's Files Coordinator in ODOT's Right of Way Operations Section or through the Right of Way Data Management System where appropriate. All R/W files will be delivered to the City.

Existing County Records

Consultant will research and obtain copies of surveys, subdivision plats, and land partition plats filed in the County surveyor's office related to the properties potentially impacted by the Project. This information is used to find monuments that might be impacted by the project and establish property lines for area calculations when new R/W is acquired.

Consultant will research and obtain copies of County assessor maps, General Land Office plats, and county road records related to the properties potentially impacted by the Project.

Consultant will research and obtain available data about Government Public Lands Survey Corners and their references in the Project area as defined in the SOW.

Existing Field Survey Notes

Consultant will research and obtain copies of field survey notes filed in ODOT's Map and Plans Center or other government agencies related to the properties potentially impacted by the Project. This information is used to help find monuments that might be impacted by the Project and establish existing highway R/W lines.

Existing Horizontal/Vertical Control

Consultant will research and obtain data (if available) about horizontal and vertical control points as required for the project area including triangulation stations, GPS stations, benchmarks, and prior project control surveys from ODOT, Federal, County, City, and other governmental agencies.

Monument Recovery

Consultant will survey features necessary to complete Monument Recovery for this Project. This includes surveying the following features: Government corners, geodetic control stations,

benchmarks, R/W monuments, property boundary markers, and roadway alignment markers. Consultant will complete the monument recovery for the Project area.

Consultant will notify County Surveyor of public land survey corner or accessories in danger of being destroyed due to the impending project, pursuant to ORS 209.140.

Consultant will recover existing monuments to preserve monuments endangered by activity related to a proposed or anticipated construction project and to resolve roadways and property lines.

Consultant will take measurements (survey) to the monuments recovered and tied (surveyed) from the control network. Consultant will provide a detailed description of the monument including the physical condition and sketch of location in the field notes. Consultant will double tie the found monuments with conventional total station or GPS RTK methods. RTK methods include tying them the second time by using second base running at the same time to produce closing vector to each point.

Consultant will locate, measure and document the location of survey markers and monuments of record for property boundaries and R/W needed within the project.

Consultant will recover cadastral monuments (DLC corners, Section Corners, and quarter corners) that are at the ends of cadastral lines crossing Highway 43 or Willamette Falls Drive within the retraced area. Corners that are lost or obliterated will not be restored as a part of this effort, but documented and listed in a spreadsheet to the City.

Existing R/W & Boundary Resolution

Consultant will resolve the location of the R/W throughout the project limits.

Consultant will resolve identified R/W centerlines alignments, R/W lines and property boundaries abutting the highway along the proposed route of construction, using accepted concepts and rationale methods of survey professional judgment. Consultant will evaluate the available evidence for relevance, adequacy, and reliability; use professional judgment in determining the type and quantity of evidence available, and the influence given each factor; and determine a best-fit with the evidence and probable location of R/W alignments and property boundaries for the area as described. Consultant will provide a detailed narrative of available evidence, desirable evidence not available, rationale for decisions made, and a summary of the conclusions in the establishment of the R/W centerline, R/W lines (including jogs) and property boundary lines. The above description is also known as a Retracement.

Consultant will submit the resolve to the City for review prior to drafting the SFM.

Control, Recovery, Retracement Survey Filing Map

Consultant will create an SFM in accordance with ODOT's "Survey Filing Map Standards", County and ORS requirements. Geodetic report(s) and survey(s) must meet the ORS requirements. The survey(s) must be prepared for 18-inch by 24-inch sheet plots.

Consultant will submit a 99% deliverable to City: a copy of the Control, Recovery or Retracement survey(s) sent to the County for review. If the County does not review before filing then this will be the City's last review before filing with the County.

Consultant will submit the following with the Draft SFM packages:

- "Trio listing kit" with Property Vesting Deeds in electronic format for each property within the Project site.
- Ownership List in Excel spreadsheet.
- Electronic version of existing R/W maps (in pdf format).
- County Assessor Maps in pdf in format.
- General Land Office Plats in pdf format.
- County Road establishment records in electronic format.
- County Road vacation records in electronic format.
- Subdivision and Land Partition Plats in electronic format.
- County Surveys of record in electronic format.
- Maps and Data related to Government Public Lands – Survey Corners and references in electronic format.
- Copies of field survey notes in electronic pdf format.
- ASCII file containing the following information in this order, Point number, Northing, Easting, Elevation, alpha feature code.
- A Bentley MicroStation design file (.dgn) containing the tied monuments.
- Bentley MicroStation .dgn file - this must have centerlines, R/W lines, property lines and ownerships of properties abutting our highway.
- Bentley Inroads .alg file - this must consist of the centerlines, control and monument data.

- Narrative document - this must explain the procedures used to accomplish the resolve, using the examples in the SFM Drafting Standards as a guide to the type of content in the narrative.

- Bentley Inroads Reports of alignment(s) .xml - this must have alignment and curve reports that show coordinates, bearings, stations etc. per Bentley Inroads standard reports.

- Report of Monument Location - this is the station and offset report, which must show the relationship of the monuments to the retraced alignment(s).

Task 2.2 Deliverables

Consultant will provide Draft and Final SFM packages according to the dates as noted.

- 99% Final SFM - Draft Final of the Control, Recovery or Retracement Survey(s). This copy must be submitted to the County for review. This must be in Bentley MicroStation .dgn and Bentley Inroads .alg file format and hard copy 18-inch by 24-inch delivered 2 weeks from receiving comments from the City for the 80% submittal.

- Final SFM - Final SFM of the Control, Recovery or Retracement Survey(s) filed with Clackamas County. This must be in Bentley MicroStation .dgn and Bentley Inroads .alg file format and hard copy 18-inch by 24-inch. Consultant will submit this with the County recording number outside the boarder of the survey sheets, but the recording number must be printable. This must be accomplished after the survey is filed and accepted by the County delivered 1 week after recording by the County.

Task 2.3 Topographic Data and Basemap

The purpose of this Task is to collect the existing topographic features and create a base map used to design this Project.

In Task 2.1 the Consultant will set pre-marks for aerial photography. Consultant will collect topographic data of constructed and natural features using a combination of aerial photography and airborne LiDAR along the entire corridor and must conform to all file naming and coding formats in accordance with ODOT standards.

Aerial borne LiDAR will be used to produce the Digital Terrain Model (DTM). Consultant will collect confidence points to verify the accuracy of the DTM provided by an outside source.

Consultant will tie features within the limits of the project described above and have three dimensional coordinates associated with each feature. Topographic features include, but are not limited to, utilities, drainage, and environmental and national resources.

Consultant will collect the supplemental topographical data, in areas obscured by vegetative cover that the aerial photography will not capture, to create points and break lines in adequate quantity

and in proper placement per Survey Procedure Manual, to accurately represent the surface of the ground to be included in the Digital Terrain Model.

Consultant will tie environmental and natural resources that have been identified and marked up by ODOT or the City. These features include, but are not limited to, wetlands, ordinary high water mark, threatened and endangered species, hazmat sites, and sensitive plants. City will give notice when the marks are in place and provide a sketch of delineation.

Consultant will record 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 will note these as well as ownership on the basemap.

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

Consultant will make field ties of 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. Power transmission towers must have footings located and separately tied.

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

Consultant will take applicable topographic data and will create a detailed basemap file. The basemap features must be drafted to City standards.

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.

Task 2.3 Deliverables

Consultant will provide the following within 20 weeks after NTP.

- 1 electronic copy, in pdf format, of the original field notes.
- ASCII file containing the following information in this order:
    - Point number
    - Northing
    - Easting

- Elevation
- alpha feature code and the letters ST if the code is the beginning of a line feature

- TWO CAD FORMATS ARE REQUIRED:
  - For Willamette Falls Drive at Chestnut Street, running east through the end of the survey on Highway 43: A Microstation design file (.dgn) containing the tied topographic features, conforming to ODOT's file naming conventions.
  - For Willamette Falls Drive, from the Tualatin River, running east to the intersection with Chestnut Street: An AutoCAD file, conforming to City of West Linn Standards.
- Utility Request Documentation (.pdf).
- Base Map in MicroStation design file (.dgn) and AutoCAD design file (.dwg).
- Point clouds, if used to create the basemap, in .las format.

Task 2.4 Digital Terrain Model

Consultant will create a three-dimensional digital terrain surface using topographical data collected within the areas described in this SOW.

Consultant will create the Digital Terrain Model ("DTM") that meets ODOT's criteria for surface triangulation. Consultant will collect confidence points in the field and generate a confidence point report. The topographical data and confidence points must meet ODOT's standards as defined in the "Surveying Manual". Consultant will generate **0.2-foot minor contours and 1-foot major contours** throughout the DTM for a QC analysis of the surface.

DTM 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 DTM. A combination of survey data at break lines, features, and spot locations must be used to develop the DTM that will be used for design. Utility ties must not be used as part of the modeling.

Task 2.4 Deliverables

Consultant will provide the following within 20 weeks of NTP:

- TWO CAD FORMATS ARE REQUIRED:
  - For Willamette Falls Drive at Chestnut Street, running east through the end of the survey on Highway 43: InRoads .dtm file that is compatible with the ODOT's current version of InRoads.
  - For Willamette Falls Drive, from the Tualatin River, running east to the intersection with Chestnut Street: A Civil3D surface, conforming to the City of West Linn Standards.

- Confidence point text file with Point, Northing, Easting, Elevation, and Code in .txt format.
- Confidence point analysis report in pdf format.
- TWO CAD FORMATS ARE REQUIRED:
    - For Willamette Falls Drive at Chestnut Street, running east through the end of the survey on Highway 43: Microstation design file (*.dgn) with the contour lines and triangles as specified above.
    - For Willamette Falls Drive, from the Tualatin River, running east to the intersection with Chestnut Street: A Civil3D file, conforming to City of West Linn Standards.

Task 3 – Environmental Services

Task 3.1 Environmental Permitting and Documentation Review

Consultant will evaluate permit and environmental clearances requirements for the project. Consultant's evaluation must include a review of required Land Use and environmental regulatory permits from local, state, and federal agencies. Consultant may attend up to one pre-application meeting with the City to verify land use permitting requirements. Consultant will complete one site visit to document existing site conditions and identify potential areas of concern. Consultant will attend up to two coordination meetings with City, ODOT, or Regulatory staff as needed to discuss the project and gather information.

Consultant will prepare a technical memorandum detailing permits and environmental documentation anticipated to be required. The permitting technical memorandum will outline the procedure for obtaining these permits and approximate timeframes to aid in planning of future Project phases.

Task 3.1 Deliverables

- Draft Permitting Technical Memorandum to be submitted with draft Preliminary Design Package.
- Final Permitting Technical Memorandum submitted with final Preliminary Design Package.

Task 3.2 Hazardous Materials Corridor Review

Consultant will provide a Hazardous Materials Corridor Inventory memorandum, which shall include:

- Inventory review of documented Oregon Department of Environmental Quality (DEQ), US EPA, and City of West Linn sites along the project corridor that are known to have hazardous materials.
- Visual evaluation of corridor for suspected sites with hazardous materials.
- Summary Memorandum (Draft and Final)

In conjunction with the geotechnical investigation, consultant shall sample soil at up to five (5) locations along corridor with potential for impact from sites with hazardous materials. Work shall include:

- Soil sampling and chemical analysis for petroleum products, metals (Cd, Cr, and Pb), and polynuclear aromatic hydrocarbons (PAHs).
- Soil results shall be compared to applicable DEQ Clean Fill Guidelines.
- Findings and recommendations shall be summarized in a Hazardous Materials Chemical Summary memorandum (Draft and Final)

Task 3.2 Deliverables

- Draft Hazardous Materials Chemical Summary Memorandum to be submitted with draft Preliminary Design Package.
- Final Hazardous Materials Chemical Summary Memorandum submitted with final Preliminary Design Package.

Task 4 – Public Involvement

Consultant will assist the City by providing the following services:

Public Involvement:

- Prepare for and conduct a public open house for Willamette Drive to discuss the near-term funding opportunities (i.e., Metro T2020 RIM), the ongoing projects (Highway 43, I-205, and Willamette Drive [10th to 16th]), and the alternative development and 10% interim concept plan for Willamette Drive. The public meeting will include a mailer (for distribution by the City), roll plot, and up to 10 display boards.

- Prepare for and conduct a public open house for both the Highway 43 and Willamette Falls Drive preferred plans to discuss the alternative development, how the plans relate to the I-205 and waterfront projects, and preferred 30 percent concept plans for Highway 43 and Willamette Falls Drive. The public open house will include a mailer (for distribution by the City), roll plot, and up to 20 display boards.

- Provide presentation materials and roll plots for up to two Transportation Advisory Board meetings. City Staff will conduct the presentation.

- Prepare for and conduct a joint work session with the Planning Commission and City Council to review the preferred Willamette Drive Concept Plan (10% plans). The work session will include PowerPoint deck (up to 30 slides) and a previously prepared roll plot will be available but not part of the presentation.

- Prepare for and attend a City Council hearing on the adoption of the preferred Willamette Drive Concept Plan as an appendix into the City Transportation System Plan and a resolution of support for Willamette Drive to be included in the Metro T2020 Regional Investment Measure.

- Prepare for and attend up to three meetings with property owners, developers, and/or other stakeholders throughout the development of the Willamette Drive Concept Plan.

Metro T2020 Regional Investment Measure Support

- Prepare for and conduct a work session with the City Council on the Metro T2020 Regional Investment Measure process and how Highway 43 and/or Willamette Drive may qualify for potential funding.

- Prepare for and attend up to two meetings with Metro, ODOT, and/or City staff to discuss potential jurisdictional property owners, developers, and/or other stakeholders throughout the development of the Arterial Roadway Preliminary Design process to discuss Metro 2020 applicability and/or jurisdictional transfer options for Highway 43.

Other Coordination Meetings

- Prepare for and attend up to two meetings with the I-205 Consultant Team, the Waterfront Redevelopment Team, ODOT, and/or City staff to discuss potential design coordination issues.

Task Deliverables

Consultant will provide materials as described in detail above and summarized below.

- Materials for the Willamette Falls Drive interim Concept plan public meeting.

- Materials for the Willamette Falls Drive and Highway 43 preferred 30% Concept plan public meeting.
- Presentation materials (up to three graphics) and roll plots for up to two Transportation Advisory Board meetings.
- Materials for the Planning Commission and City Council Work Session(s).
- Attendance at the City Council hearing presentation.
- Materials as needed for other coordination meetings.

Task 5 – Utilities Coordination

Some utility conflicts may be encountered for this project relative to roadway widening, realignment of Willamette Falls Drive, sidewalk and cycle track construction, storm drainage improvements and other project improvements. Utility coordination efforts for 30% designs will include:

- Develop a utility contact information list and obtain available utility mapping information.
- Maintain a record of correspondence with utility companies.
- Conduct a high-level conflict analysis of the 30% designs with significant known utilities and incorporate findings into the Preliminary Design Report.

Task Deliverables

- Utility contact list.
- Existing utility information incorporated into the survey map / base map.
- Preliminary conflict list with major known utilities incorporated into Preliminary Design Report.

Task 6 – Geotechnical Geologic Design Services

Consultant geotechnical and geological services will be completed at key cut/retaining wall locations to characterize the conditions and final design needs. The City will provide relevant historic geotechnical reports and field investigation data from available prior work for inclusion with the Project Geotechnical Report. Consultant will perform the following subtasks for the subsurface investigation. No pavement design will be completed with this scope of work. Standardized pavement sections will be utilized for developing costs associated with widening and reconstruction according to current City standards.

Task 6.1 Site Reconnaissance, Exploration and Testing Work Plan

Consultant will perform site reconnaissance. The site reconnaissance must include, but is not limited to, the following work:

- Existing maps and technical reports published by the US Geological Survey (USGS) and the Oregon Department of Geology and Mineral Industries (DOGAMI) and relevant historic geotechnical reports and field investigation data provided by the City will be reviewed for pertinent geologic, hydrogeologic, and soils information.
- Observe surface conditions indicative of subsurface conditions.
- Identify site constraints and staging concerns (for exploration and construction).
- Identify potential exploration locations.
- Meetings with City, or other parties to discuss, review, and ascertain site conditions relevant to the geotechnical project work.

The site reconnaissance will facilitate understanding of the site constraints for field explorations, construction, and traffic staging. Proposed boring locations will be staked or painted on the ground.

Consultant will prepare a Subsurface Exploration Plan ("SEP") and Laboratory Testing Plan showing the proposed drilling locations, outlining the drilling and sampling procedures, preliminary laboratory testing plan, and the traffic control plan prior to beginning the work. No fieldwork is to be performed, other than initial site reconnaissance before review and approval of the SEP and Laboratory Testing Plan by City for field work and ODOT for work planned within ODOT ROW.

Consultant will develop a Field Safety Plan ("FSP") for fieldwork and a Traffic Control Plan ("TCP") for submittal to City prior to the start of work. The traffic control plan must be prepared by a flagging company licensed to work in the State of Oregon. Consultant will review the as-built drawings of underground utilities provided by City and use the One Call Utility Locating System to locate all utilities.

Consultant will obtain necessary permits to complete drilling in City of West Linn Right of Way and ODOT Right of Way.

Assumptions:

Permit fees for drilling in City of West Linn Right of Way will be waived.

Task 6.1 Deliverables

- Consultant will provide one electronic copy of the Subsurface Exploration Plan and Laboratory Testing Plan, including FSP and TCP to City at least 10 business days prior to the beginning of the field work.

Task 6.2 Field Exploration and Laboratory Testing

Consultant will perform geotechnical explorations and reconnaissance at appropriate key cut/retaining wall locations to evaluate subsurface conditions, develop preliminary geotechnical recommendations for the foundation design, and identify final design needs as shown in the following table:

STRUCTURE	EST # OF BORINGS	ESTIMATED BORING DEPTH
Key Cut / Retaining Walls	10	15 to 30 ft (average of 25 ft)

Drilling: Consultant will perform geotechnical field explorations to determine the subsurface conditions for the express purpose of characterizing subsurface conditions within the project limits and determining the preliminary geotechnical design recommendations for the appropriate project elements. Consultant will perform exploration work in accordance with Federal, State, and Local regulations. Consultant will perform the subsurface exploration work in conformance with the SEP as described in Task 6.1.

Utilities in the vicinity of the proposed borings must be located through the One-Call system prior to the fieldwork. In addition, a private utility locator must be retained to further evaluate the presence of conductible utilities at the boring locations.

Borings will be drilled with a truck-or trailer- mounted drill rig using mud-rotary, or hollow- stem auger drilling techniques. If rock is encountered prior to reaching the planned boring depth, up to 10 ft of HQ3 rock coring should be completed.

Confirm with City Project Manager prior to drilling borings in a travel lane and confirm traffic control is consistent with requirements for a single lane closure. Travel lane traffic control for lane closures must not exceed one work shift.

Consultant will provide an engineer or geologist to supervise the field operations and log the borings. Subsurface explorations will be conducted in general accordance with the ODOT GDM Chapter 3. Soil samples will be obtained at 2.5-foot to 5-foot intervals using either a standard penetration sampler or a Shelby tube sampler.

Laboratory Testing: Consultant will conduct water contents, washed sieve analyses, and Atterberg limits tests on soil samples obtained from the borings to classify the soils and estimate their engineering properties. If soft soils are encountered, a consolidation and direct shear test may be performed by Consultant to assist with the engineering studies. Up to six consolidation tests and

two direct shear tests will be completed. Up to six unconfined compressive strength tests on rock core samples if encountered within depths of proposed cuts.

Assumptions:

- Exploration locations are accessible to a large, truck- or trailer-mounted drill rig capable of mud-rotary and rock coring techniques.
- Petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during our subsurface exploration, Consultant will immediately stop drilling, place the drilling subcontractor and Consultant field staff on standby, and contact City for further guidance. The standby time has not been included in the cost estimate and will be billed on a time-and-expenses basis if necessary.
- Drilling explorations that impact the travel lanes of Highway 43 or the offramp for I-205 must be performed at night. Remaining explorations including shoulder borings can be completed during daylight hours. Five boring locations will be drilled at night and five boring locations will be drilled during daylight hours.
- Traffic control is required for all boring locations. Traffic control will be consistent with requirements for a single lane closure.
- One boring completed per shift.
- Infiltration testing is not part of this scope of work.
- Evaluation of subsurface conditions for traffic or light pole foundation design is not part of this scope of work.

Task 6.2 Deliverables

- Deliverables for this task are detailed in deliverables for Task 6.5.

Task 6.3 Geophysical Testing (CONTINGENCY TASK)

Consultant will perform seismic refraction profiling at appropriate key cut/retaining wall locations to evaluate subsurface conditions. Seismic refraction surveys are performed using geophones arranged in an array and an energy source to provide a small seismic wave. The refraction of the seismic waves on geologic layers and rock/soil units can be used to characterize the subsurface geologic conditions and provide estimates of rock hardness.

STRUCTURE	EST. # OF ARRAYS	ESTIMATED LENGTH OF ARRAY
Key Cut / Retaining Walls	4	115-ft

Task 6.3 Deliverables

- The results of the seismic refraction survey completed by a subconsultant provided as an attachment in the Geotechnical Design Report as part of Task 6.5.

Task 6.4 Geotechnical Analysis

Consultant will perform analyses of the field and laboratory test data to develop geotechnical recommendations for retaining wall, foundation design and construction.

Consultant will provide the analysis and design for foundations in accordance with current ODOT GDM, FHWA, AASHTO, and City of West Linn design guidelines. Geotechnical analysis must include:

- Seismic design parameters including an assessment of liquefaction and lateral spreading potential at the site.

- Feasible wall type for each wall type, nominal bearing resistance and bearing strata, estimated settlements, design lateral earth pressure, coefficient of friction, and internal and external stability.

Task 6.4 Deliverables

- Deliverables for this task are detailed in deliverables for Task 6.5.

Task 6.5 Geotechnical Design Report

Consultant will prepare a Geotechnical Design Report summarizing the subsurface conditions, seismic hazards, preliminary design, and construction recommendations. The Geotechnical Report must summarize the field observations, subsurface conditions, laboratory test data, analysis results, construction issues, preliminary geotechnical recommendations for pertinent geotechnical design elements, and recommendations for additional geotechnical explorations if appropriate for final design.

Task 6.5 Deliverables

- Draft Geotechnical Report submitted with draft Preliminary Design Package.

- Final Geotechnical Report submitted with final Preliminary Design Package.

Task 7 – Hydraulics and Stormwater

The purpose of this task is to determine stormwater impacts, approximate upgrades required to facilitate the improvements, and associated preliminary design costs. Given the length/scale of the project area and preliminary design timeline, a formal drainage analysis and study will be

deferred to final design. Services for this task will focus on mapping and understanding the existing drainage system, determining the criteria to be used for final design, and developing practical and conceptual solutions sufficient for overall cost determination.

Stormwater Management: For Highway 43, Consultant will follow the guidelines and requirements of the most recent version of the ODOT Hydraulics Design Manual. This assumes ODOT standards will be required for work on this highway. The proposed project includes curbing of uncurbed areas of the highway for the purpose of adding sidewalks and bike lanes. Since such curbing will channelize flows, and thus change the drainage pattern, it is very likely that water quality treatment and detention will be required. Consultant will coordinate with ODOT to verify stormwater requirements.

City stormwater standards will be utilized for work on Willamette Falls Drive, which are anticipated to be less prescriptive relative to Highway 43.

For both roadways (Highway 43 and Willamette Falls Drive), Consultant will plan for conceptual water quality treatment and storage (detention). If the determination is that treatment or detention is required, then the Consultant will note what level (engineered facility or BMP only) of treatment or detention is needed. Recommendations will not contain facility designs, and will instead be used to assist in the selection of the types and locations of the facilities to be designed during final design. Consultant will also identify potential impacts of drainage on culverts/streams within the project. Consultant will review City stormwater master plan guidance and utilize City property to the maximum extent possible for water quality. Consultant will document findings as part of the Preliminary Design Report and identify potential facility locations on the preliminary design plans.

Stormwater Conveyance: Consultant will also develop preliminary recommendations of the basic storm water conveyance system layout and pipe outfall locations. Recommendations will be based on the presence (or lack thereof) of an existing system, the degree to which drainage patterns are being changed (i.e. ditched to curbed sections), and prior stormwater masterplans/studies furnished by others. No hydraulic or hydrologic analysis will be completed at this stage of design. Pipe sizes and locations, catch basins, manholes, etc. will be conservatively developed utilizing the established criteria for each roadway and approximated flows derived from the assessment of existing conditions. Layout of conceptual facilities will be displayed on the preliminary design plans.

Task Deliverables

- Preliminary stormwater management and conveyance recommendations incorporated into the Preliminary Design Report.
- Preliminary Stormwater conveyance layout and treatment/detention locations incorporated into the Preliminary Design Plans.
- Cost estimates incorporated into the Preliminary Design Estimate.

Task 8 – Bridges and Structures Design

The purpose of this task is to provide for the evaluation of alternative retaining wall types for the Project, considering non-propriety and proprietary wall types. Consultant will prepare a walls alternatives analysis memo for the project. Ten wall locations are assumed for the project. The alternatives analysis must show a simple plan and evaluation drawing for each wall location showing the overall length, height, and anticipated type of wall that is likely to be feasible and cost-effective. Two additional plan drawings will be used to show cross sections of the proposed walls. Consultant will recommend an appropriate wall type for each wall location. The recommendations will consider constructability, the need for temporary construction easements, and wall cost, which would include impacts to R/W.

Task Deliverables

- Draft Walls Alternatives Memorandum submitted with draft Preliminary Design Package.
- Final Walls Alternatives Memorandum submitted with final Preliminary Design Package.
- Ten conceptual plan and elevation drawings plus two cross sections incorporated into the Preliminary Design Plans.
- Cost estimates incorporated into the Preliminary Design Estimate.

Task 9 – Traffic Engineering & Management

The purpose of this task is to conduct an intersection control evaluation for the reconfigured portion of Willamette Falls Drive from Sunset Avenue to Highway 43, which results in three new intersections, including: Sunset Avenue/Willamette Falls Drive, Sunset Avenue/West A Street, and Sunset Avenue/Highway 43. The evaluation will determine the lane geometry necessary to support the three new intersections in year 2040 under the following control types: roundabout, signal, two-way stop-control, and all-way stop-control.

The intersection control evaluation will include:

- Collection of weekday a.m. (7 to 9 a.m.) and p.m. (4 to 6 p.m.) peak hour counts at up to seven (7) study intersections, including:
    - Willamette Falls Drive/Chestnut Street
    - Chestnut Street/Sunset Avenue
    - Sunset Avenue/Willamette Falls Drive
    - Willamette Falls Drive/West A Street
    - Willamette Falls Drive/Broadway Street

- Willamette Falls Drive/Highway 43
- Mill Street/Highway 43

- Operational analysis of existing traffic conditions at the seven (7) study intersections to determine delay, level of service, volume to capacity, and 95th percentile queues.
- A peak hour trip generation estimate for the Waterfront development project.
- Operational analysis of forecast year 2040 no-build traffic conditions at the seven (7) study intersections to determine delay, level of service, volume to capacity, and 95th percentile queues.
- Operational analysis of forecast year 2040 build traffic conditions at the three (3) new study intersections to determine traffic control and lane configuration necessary to support roundabout, signal, two-way stop-control, and all-way stop-control. Delay, level of service, and volume to capacity performance measures will be calculated along with 95th percentile queues.
- Review of analysis conducted by HDR/ODOT I-205 traffic study of areas and coordination with ODOT/I-205 consulting team.

Based on the intersection control evaluation identified above, the Consultant shall prepare a draft and final intersection control evaluation memorandum for City review.

Task Deliverables

- Draft Intersection Control Evaluation Memorandum submitted with draft Preliminary Design Package.
- Final Intersection Control Evaluation Memorandum submitted with final Preliminary Design Package.

Task 10 – Preliminary Design

Consultant will describe the design criteria and identify potential ODOT design exceptions for work on Highway 43. It is anticipated that results from the similar preceding ODOT design work from Arbor Drive to Hidden Springs Road can be utilized and repurposed for this project. Consultant will also integrate the criteria defined by the City's standard details which include the preferred sidewalk and cycle track configurations. Consultant will present the draft design criteria in a table or matrix format and identify differences between Highway 43 and Willamette Falls Drive. Consultant will also develop a preliminary design report that incorporates findings from the preceding tasks and identifies critical items affecting future scope, schedule, and budget.

Consultant will prepare the roadway design and plan sheets to support preliminary design, which establishes the geometric boundaries of the project footprint, and allows for concurrent R/W, environmental permitting and final design to occur. Anticipated work items include:

- Developing a best fit centerline alignment based on the topographic survey.
- Developing 2D linework (curbs, sidewalks, cycle track, intersection geometry, roadway striping, and other geometric elements).
- Adjustment of 2D linework at key constraints.
- Developing a rudimentary 3D model for widening areas.
- Transfer of the 3D model output (cut/fill lines) to the plan view.
- Developing a roll map for review.
- Identification of where the model could be refined with larger scale sheets at pinch points (up to six locations assumed) to avoid ROW impacts, where retaining walls could be needed, where ROW acquisition is required, and other possible key issues.
- Development of the preferred widening design as part of the Preliminary Design Plans.

Due to using different drafting platforms and currently differing levels of completeness, plans will be organized into three packages (Highway 43, Willamette Falls Drive from Chestnut to Highway 43, and Willamette Falls Drive from Tualatin River to Chestnut (excluding 16th St to 10th St)). Plan sheets will be 11x17 and the plans and profile sheets will be 1” = 50’ scale. The expected sheets included with the Preliminary Design submittal include the following:

- Title Sheet (1 per package, 3 total)
- Index (1 per package, 3 total)
- Sheet Layout Key (1 per package, 3 total)
- Typical Sections (1 per package, 3 total)
- General Construction Plans (61 total for all packages)
- Profile Sheets (61 total for all packages)
- Retaining Wall Plan, Elevations, and Sections (12 total for all packages from Task 8)

Consultant will document key assumptions and results of the preliminary roadway design in the Preliminary Design Report including right-of-way impacts, paving limits, potential design exceptions, and other geometric items relevant for final design.

Highway 43

Plan sheets on Highway 43 will be developed in accordance with the ODOT Contract Plans Development Guide (CPDG) utilizing Microstation and InRoads. It is assumed that roundabouts will be designed at the major intersections in lieu of traffic signals. Consultant will utilize the

conceptual hand-sketch drawings developed for each intersection (under separate contract) and the City-developed concepts as a basis for design. The intersection at Highway 43 and Hidden Springs Road and those further north on Highway 43 are assumed to be addressed as part of the separate OR43 Arbor Drive to Hidden Springs Road project. Intersection at the southside ramp terminal with I-205 is assumed to be addressed as part of the I-205 widening project. The northside ramp terminal roundabout will be included in this project. Major intersections with roundabouts and/or significant reconfigurations that are part of this segment are at the following intersections:

- Highway 43 at Linwood Drive/Mark Lane
- Highway 43 at Pimlico (roundabout)
- Highway 43 at Barlow Street
- Highway 43 at Buck Street/Caufield Street
- Highway 43 at West A Street/Elliot Street (roundabout)
- Highway 43 adjacent to Holmes Street
- Highway 43 at McKillican Street/Garden Street (roundabout)
- Highway 43 at northside ramp terminal with I-205 (roundabout)

Roadway widening design on Highway 43 is assumed to follow the existing roadway alignment with a few modifications as described under the project understanding and assumptions section further above.

Willamette Falls Drive from Chestnut to Highway 43

Initial work will focus on developing a 10-percent 2D concept design for Willamette Falls Drive to validate the City reconfiguration concepts. Consultant will present the 10-percent design for Willamette Falls Drive to the City at one of the monthly meetings for review and comment with documentation in the meeting summary. Consultant will incorporate results into a 10-percent concept plan (with the other segment of Willamette Falls Drive noted below) to be adopted into the City's Transportation System Plan (TSP) and presented as a potential Metro T2020 corridor. Following the City's adoption, preliminary designs will be prepared for the corridor in a 2D roll map.

Plan sheets on Willamette Falls Drive from Chestnut St to Highway 43 will be developed in accordance with the ODOT Contract Plans Development Guide (CPDG) utilizing Microstation and InRoads. Major intersections with roundabouts and/or significant reconfigurations that are part of this segment are at the following intersections:

- New Sunset/Willamette Falls Drive (west intersection, protected intersection)
- New Sunset/Willamette Falls Drive (east intersection, protected intersection)
- New Highway 43 at Sunset (roundabout)

Roadway reconfigurations on Willamette Falls Drive will be designed between Chestnut Drive and the I-205 ramp terminal utilizing the City's concepts as a starting point as shown in Exhibit A. Consultant will also coordinate designs in this area with the consultant (Walker Macy) working on waterfront project on the Old Mill property.

Willamette Falls Drive from Tualatin River to Chestnut (excluding 16th St to 10th St)

Initial work will focus on developing a 10% 2D concept design to establish a similar level of completeness currently available for Highway 43 and the City reconfiguration concepts for Willamette Falls Drive between the Tualatin River and Chestnut. Consultant will present the 10-percent 2D roll maps for both Willamette Falls Drive segments work to the City at one of the monthly meetings for review and comment with documentation in the meeting summary. Consultant will incorporate results into a 10-percent concept plan (with the other segment of Willamette Falls Drive noted below) to be adopted into the City's Transportation System Plan (TSP) and presented as a potential Metro T2020 corridor. Following the City's adoption, preliminary designs will be prepared for the corridor in a 2D roll map.

After comments are received, Consultant will develop plan sheets utilizing AutoCAD and Civil 3D software. Roadway widening on this portion of Willamette Falls Drive is also assumed to follow the existing roadway alignment.

Task Deliverables

- Draft 2D roll map for Willamette Falls Drive east of I-205.
- Interim (10%) roll map for Willamette Falls Drive east of I-205 for Council review and adoption into the TSP.
- Draft and Final Preliminary Design Package including the following elements:
  - Preliminary Design Report including design criteria matrix and other accompanying technical memorandums developed in preceding tasks.
  - Preliminary (30%) Plan Sheets (three packages).
  - Cost estimate (per package).
  - Electronic AutoCAD and MicroStation files.

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. The 2019 Standard Schedule of Charges is attached as Exhibit B. Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of $1,316,724 in accordance with the attached Fee Estimate as Exhibit C.

Project Schedule

Notice to proceed is anticipated by mid-May 2019. The City would like to have a draft Preliminary Design Package available in September 2019 to initiate funding applications.