

**ENGINEERING SERVICES AGREEMENT  
WITH THE CITY OF WEST LINN  
FOR PROJECT TITLE**

**City:** City of West Linn, a municipal corporation of the State of Oregon.  
**Contractor:** Harper Houf Peterson Righellis Inc. (HHPR)  
205 SE Spokane St. STE 200  
Portland, OR 97202  
**Term:** 12/17/2018 – 12/31/2020  
**Compensation:** Not to exceed \$1,225,169.30

**RECITALS**

**WHEREAS**, the City's Fiscal Year **FY 2018-2019** budget provides for the design and construction of **Historic Willamette and 10<sup>th</sup> St. Interchange Streetscape Improvements**; 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 Exhibit 1, which is attached hereto and by this reference made a part of this Agreement.

**2. Effective Date and Duration**

This agreement shall become effective upon the date of execution by the City and shall expire, unless otherwise terminated or extended, on completion of the work or **December 31, 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 1 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 two hundred twenty five thousand one hundred sixty nine dollars and thirty cents (\$1,225,169.30)** 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 HHPR is not entitled to benefits of any kind to which a City employee is entitled and that HHPR shall be solely responsible for workers compensation coverage for HHPR 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 arising out



of the professional negligent acts, errors or omissions of Engineer or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement. Any design work by Engineer that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error or omission.

- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City’s alleged liability results directly from the quality of the professional services provided by Engineer, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City’s alleged liability results from an act or omission by Engineer unrelated to the quality of professional services provided by Engineer.

**8. Insurance**

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

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

**A. Commercial General Liability Insurance**

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

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

**B. Professional Liability**

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

- C. Commercial Automobile Insurance  
Engineer shall also obtain, at engineer's expense, and keep in effect during the term of the contract Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.
- D. Workers' Compensation Insurance  
The Engineer, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers that complies with ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.
- E. Additional Insured Provision  
The Commercial General Liability Insurance Policy and Automobile Policy shall include the City its officers, directors, and employees as additional insureds with respect to this contract. Coverage will be endorsed to provide a per project aggregate.
- F. Extended Reporting Coverage  
If any of the aforementioned liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Engineer's insurer will provide such if less than 24 months. Engineer will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. Coverage will be endorsed to provide a per project aggregate.
- G. Notice of Cancellation  
There shall be no cancellation, material change, or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.
- H. Insurance Carrier Rating  
Coverage provided by the Engineer must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- I. Certificates of Insurance  
As evidence of the insurance coverage required by the contract, the Engineer shall furnish a Certificate of Insurance to the City. No contract shall be effected until the

required certificates have been received and approved by the City. A renewal certificate will be sent to the address below 30 days prior to coverage expiration.

Certificates of Insurance should read “Insurance certificate pertaining to contract for (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
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Such policies or certificates must be delivered prior to commencement of the work. Thirty days cancellation notice shall be provided City by mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

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

**9. Termination Without Cause**

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

**10. Termination With Cause**

**A.** City may terminate this Agreement effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Engineer, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Engineer becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Engineer, if a receiver or trustee is appointed for Engineer, or if there is an assignment for the benefit of creditors of Engineer.

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

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

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

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

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

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

**11. Non-Waiver**

The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

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

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

<b>City of West Linn</b>	<b>Contractor</b>
Attn: Finance Department	Attn: Ben Austin, P.E.
22500 Salamo Road	Address: 205 SE Spokane St. STE 200
West Linn, OR 97068	Portland, OR 97202
Phone: 503-657-0331	Phone: 503-221-1131
Fax: 503-650-9041	Fax: 503-221-1171
Email: acctspayable@westlinnoregon.gov	Email: bena@hhpr.com

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

**13. Merger**

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

**14. Force Majeure**

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

**15. Non-Discrimination**

Engineer agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Engineer also shall comply with the Americans with Disabilities Act of 1990, as amended, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**16. Errors**

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

**17. Extra (Changes) Work**

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

**18. Governing Law**

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

**19. Compliance With Applicable Law**

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

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



claim in the manner authorized hereby shall not relieve the Engineer or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Engineer an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

- F. If the Engineer fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency, the Engineer owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- G. Engineer shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Engineer, of all sums which the Engineer agrees to pay for such services and all monies and sums which the Engineer collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. Engineer shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*).
- I. The Engineer must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- J. All subject employers working under the Engineer are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- K. All sums due the State Unemployment Compensation Fund from the Engineer or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- L. Engineer certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- M. Engineer certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under



ORS 200.055. Without limiting the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

**20. Conflict Between Terms**

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

**21. Access to Records**

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

**22. Audit**

Engineer shall maintain records to help assure conformance with the terms and conditions of this Agreement, and to help assure adequate performance and accurate expenditures within the contract period. Engineer agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to help assure the accurate expenditure of funds.

**23. Severability**

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

**24. Complete Agreement**

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

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

**ENGINEER**

By: Harper Houf Peterson Righellis Inc.  
Print Firm's Name

Benjamin R. Austin, Principal  
Print Name & Title of Engineer's Authorized Representative

*Benjamin R. Austin*  
Signature of Firm's Representative

12/12/2018  
Date

CITY OF WEST LINN

*Eileen Stein*

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By: Signature

*Eileen Stein, City Manager*

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Print Name & Title

*12/19/18*

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Date

APPROVED AS TO FORM:

*Justin W. Ramey*  
LEGAL

# Historic Willamette and 10<sup>th</sup> Street Interchange Streetscape Improvements City of West Linn, Oregon

## Statement of Work Delivery Schedule and Summary of Estimate for Services

November 16, 2018

The purpose of this contract is to complete preliminary and final design for improvements along Willamette Falls Drive, 10<sup>th</sup> Street, Salamo Road and Blankenship Road. Harper Houf Peterson Righellis Inc. (Consultant) shall provide consulting engineering services for design and construction.

### Project Description

The City of West Linn is requesting the design and construction administration of streetscape improvements along Willamette Falls Drive in the historic Willamette area from 10<sup>th</sup> Street to 16<sup>th</sup> Street and the 10<sup>th</sup> Street interchange with I-205 from Willamette Falls Drive up to and including parts of Salamo Road and Blankenship Road as identified in the conceptual streetscape plans of both areas. The design of the area will need to review and verify the concepts shown in the conceptual plans (Conceptual Streetscape Master Plan dated April 2017 and 10<sup>th</sup> Street / Salamo Road Conceptual Design Plan dated August 2018) will meet current and future needs of the area and all applicable state, regional, and local laws.

Multimodal pedestrian and bike facilities in the project area are defined as substandard or completely lacking in areas of the project. Deficiencies and traffic needs in the corridor are identified in the West Linn Transportation System Plan (TSP). The purpose of this project is to provide separated bike and pedestrian facilities consistent with the TSP as well as improve overall safety of the corridor while accommodating vehicle traffic, parking, and access needs of the area.

Following the 30% design, the project will be broken into three construction packages. The following is a summary of the three projects:

#### **1. Willamette Falls Drive Streetscape (includes up to 8<sup>th</sup> Ct. on 10<sup>th</sup> St.)**

This segment includes the streetscape improvements along Willamette Falls Drive including the intersection of Willamette Falls Drive and 10<sup>th</sup> Avenue.

#### **2. 10<sup>th</sup> Street Interchange and Salamo Road Multi-Use Path**

This segment includes protected bicycle facility improvements along both sides of 10<sup>th</sup> Street through the I-205 interchange, Intersection Improvements at 10<sup>th</sup>/Salamo/Blankenship, and a multi-use path along Salamo Road up to Barrington Drive.

#### **3. Blankenship Road Bicycle Facility Improvements**

This segment includes protected bicycle facility improvements along both sides of Blankenship Road from 10<sup>th</sup> Street up to the future Tannler Drive intersection adjacent to the vacant grocery store entrance.

Final Design of the Blankenship Road Bicycle Facility Improvements final design along with construction services for all three phases will be part of a future contract amendment.

Preliminary Schedule

Topographic Survey .....	January-February 2019
Geotechnical Investigations .....	February 2019
Natural Resources Review .....	January 2019
30% Design .....	January 2019 – March 2019

**Willamette Falls Drive Streetscape**

60% Design .....	May 2019
90% Design .....	July 2019
Final Design.....	August 2019
Construction .....	November 2019 – June 2020

**10<sup>th</sup> Street Interchange and Salamo Road Multi-Use Path**

60% Design .....	January 2020
90% Design .....	March 2020
Final Design.....	May 2020
Construction .....	July 2020 – December 2020

**Blankenship Road Bicycle Facility Improvements**

60% Design .....	TBD
90% Design .....	TBD
Final Design.....	TBD
Construction .....	TBD

HHPR has assembled a team of in-house professional engineers and surveyors, public involvement and environmental specialists, complimented with traffic and geotechnical subconsultants to complete the preliminary design analysis, final design and construction support. The following team task leads are planned for this project:

<u>Role</u>	<u>Name</u>
Project Manager	Ben Austin, PE
Project Engineer	Jimmy Houf, P.E.
Public Involvement	Stefanie Slyman, AICP
Project Surveyor	John Campbell, PLS
Wetland Scientist	Ivy Watson
Traffic Engineer	Brian Copeland, P.E.
Geotechnical Engineer	Krey Younger, P.E., G.E.

## **Task 1 – Project Management**

### **1.1 Project Management and Administration**

The Consultant shall provide monthly project updates and invoices, and weekly coordination with the City, as requested by the City's Project Manager to ensure that the Consultant is meeting the project objectives and requirements of the City. The Consultant shall provide coordination and project team management by communicating with sub-consultants and staff, maintaining files, preparing correspondence, preparing deliverables, and providing guidance to the team. This task includes review of subconsultant deliverables. The Consultant shall prepare and update a schedule of tasks and contract deliverables. The Consultant shall prepare summary of work updates that include documented resolved items; and team and City action item lists. For the purpose of this scope the duration of this phase of work is anticipated to be twenty four (24) months.

### **1.2 Project Meetings**

The Consultant shall attend project meetings as outlined below. Meetings will generally be scheduled and facilitated by the Consultant unless requested otherwise by the City. Meetings are generally assumed to be two hours in duration. Project team meetings will be held at the City of West Linn and include travel to and from the meetings.

- Project Kickoff Meeting
- Project Team Meetings (Up to 24 meetings)
- ODOT Coordination Meetings (Up to 4 meetings)

### **Task 1 Deliverables:**

- Task and Deliverables Schedule – Within 30 days of notice to proceed.
- Up to twenty four (24) schedule updates to City as part of each project invoice.
- Up to twenty four (24) summary of work updates as part of each project invoice.
- Up to twenty four (24) monthly progress reports and invoices.
- Meeting minutes for all meetings except the Project Team Meetings

## **Task 2 - Public Involvement**

The Consultant shall prepare and implement a public involvement plan for the development of the final design. The process is anticipated to include the following elements.

### **2.1 Public Meetings/Open Houses**

The Consultant shall plan, prepare for and facilitate up to four (4) public meetings and/or open houses (one during preliminary design and one open house for each design phase of construction) in proximity to the project area, working closely with the City of West Linn to plan these meetings. Consultant will provide agenda, meeting notices, exhibits, graphics, and staff to host the event.

### **2.2 Stakeholder Outreach**

The Consultant shall conduct up to twelve (12) meetings of small group or individual stakeholders to discuss specific issues or segments of the project with the appropriate consultant City staff. Stakeholders may include property owners, tenants, ODOT, elected officials, and other key interest holders.

### **Task 2 Deliverables:**

- Public Meeting/Open House notices, meeting materials, and summaries
- Public Involvement Documentation



## **Task 3 - Survey and Basemapping**

### **3.1 Records Research**

The Consultant will research available Clackamas County survey records, ODOT records, and any utility “as-built” records that are obtained from website sources prior to the start of work on the topographic survey. This task also includes requesting public utility locates. City will provide copy of available as-built or construction plan information from prior Projects.

### **3.2 Control Survey**

The Consultant will establish horizontal control using the Oregon State Plane Coordinate System, North Zone. English units will be used. Project control will be based on a Local Datum Plane coordinate system in which Oregon State Plane coordinates are scaled to closely match ground distances. Vertical datum will be based upon NAVD88 utilizing GPS methods.

### **3.3 Right of Way Location**

The Consultant shall conduct right of way surveys of the project area. Limits as shown in Exhibit A. Limits include :

- Blankenship Road from 450’ west of Tannler Drive, east to 10<sup>th</sup> Street interchange.
- Salamo Road from 10<sup>th</sup> Street Interchange, east to Haskins Road.
- 10<sup>th</sup> Street interchange from Salamo Road, south to Willamette Falls Drive.
- Willamette Falls Drive from 10<sup>th</sup> Street, west to 16<sup>th</sup> Street.

The following right of way items are included within these limits:

- Using the records research identified in Task 3.1 the Consultant will identify existing survey monuments that may be disturbed or destroyed by the Project.
- In addition to those monuments that may be disturbed or destroyed by the construction of this project, the Consultant will perform a field survey of existing monuments needed to resolve existing roadway right-of-way centerline and widths, and calculate property lines.
- Resolve the existing centerline and right-of-way and incorporate into topographic base mapping described below.
- In areas where the existing right-of-way lines are located a significant distance from the proposed improvements, right-of-way lines will be calculated based upon available survey information.

No title reports will be obtained as part of the right of way location.

### **3.4 Topographic Survey and Base Map**

A full topographic survey of the project area will be completed. The survey limits are as described above in Task 3.3 and depicted in Exhibit A.

The following items are included within the specified limits:

Complete a topographic survey consisting of data from field-shot survey, including terrain and all man-made physical features within the specified limits. Features to be shown include all street



trees and development landscaping trees, trees that are 5 inches or more in diameter (DBH), known utilities as disclosed by a standard utility locate request or utility-provided as-built, fences, area lights, culverts, wetland flags, driveways, walks, curbs, traffic and other permanent signs, striping, and structures (as accessible to surveyors). Scan underside of I-205 bridges (2 total) to confirm bridge clearance.

Request utility locate markings and record maps from all affected utility companies using standard public utility locate request. Provided utility locate markings and record map information will be combined with field ties to visible structures in order to map utilities, including utility access holes, drain inlets, utility valves, culverts, utility poles, and underground utility lines (alignment, size, invert elevations, and depths). Other underground features such as fuel tanks, wells, septic tanks, and drain fields will be shown by extrapolating from surface features and information from the public jurisdictions involved.

Incorporate the field topographic data into the project base map and prepare an Autocad Civil 3D digital terrain model. The base map scale will be 1 inch = 20 feet.

The Consultant will coordinate with the City and ODOT for work within roadways that will require flagging and a traffic control plan. Flagging for survey crew safety will be sub-contracted. Eight (8) days of flagging is included in the estimated task budget.

### **Task 3.5 Pre-Construction Record of Survey**

The Consultant shall prepare and file a Pre-Construction Record of Survey with the Clackamas County Surveyor's Office in compliance with ORS 209.155.

### **Task 3 Deliverables/Schedule:**

- 
- 
- Existing right of way base map.
- Topographic Survey with one foot contours.
- Filed Preconstruction Record of Survey with resolved centerline and right-of-way lines for the roadway and side streets

### **Task 4 –Utility Coordination**

HHPR will facilitate the relocation of any utilities that may conflict with the proposed improvements. Installing utilities underground that are currently overhead is not within the scope of this Project.

HHPR assumes that the utility companies with conflicting design elements will prepare the design for the utility relocation. The Utility providers will be confirmed with survey recognizance.

#### **4.1 Utility Coordination Kickoff meeting**

The Consultant will facilitate a utility coordination kickoff meeting with the utility companies and the Agency. The purpose of the meeting will be to identify any critical issues and to make the utility companies aware of the Project and its timelines.

#### **4.2 Identify and Document Utility Conflicts**

HHPR will prepare a preliminary utilities conflict list based upon the 60% plan submittal. HHPR will coordinate with the respective utility company(s) to find resolution.

#### **4.3 Coordinate Relocation Plans and Specifications**

HHPR will coordinate a meeting with the utility companies to assist in relocation of the utility(s) to avoid conflict with the proposed improvements. Following the utility coordination meeting, HHPR will coordinate design changes as directed by the City for the purpose of minimizing utility relocations.

HHPR will prepare a final utilities conflict list based on the 90% plan submittal. The utility company(s) will be responsible for preparing relocation plans and relocating the utility(s). HHPR will work with the utility company and prepare specifications that properly identify this work in the bid documents.

#### **Task 4 Deliverables:**

- Prepare Existing Conditions Utility Strip Map
- Utility kickoff meeting agenda and minutes
- Utility coordination meeting agenda and minutes
- Preliminary Utility Conflict List and Letters with the 60% plan submittal
- Final Utility Conflict List and Letters with the 90% plan submittal

#### **Task 5 –Geotechnical Investigation**

##### **5.1 Retaining Wall and Signal Pole Foundation Exploration**

This includes the following elements:

- Signal pole foundation at five intersections: Blankenship Road/Realigned Tannler Drive, at Blankenship/Salamo Rd /10<sup>th</sup> St, at the northbound ramps for I-5 on 10<sup>th</sup> Street, at the southbound ramps for I-5 on 10<sup>th</sup> Street and at 10<sup>th</sup> Street and Willamette Falls Drive.
- Retaining walls associated with widening for the Salamo multiuse path.

The following task items are included for our geotechnical scope of services:

- Coordinate and manage the field investigation, including locating utilities, access preparation, and scheduling of contractors and Consultant.
- Prepare traffic control plans and obtain right-of-way permits from ODOT and the City of West Linn.
- Project management including attendance at a project kick-off meeting and discussions with the project team.
- Provide traffic control during field explorations through our subcontractor.
- Drill eight (8) soil borings to depths of approximately 30 feet below ground surface using mud rotary methods for use in signal pole design at the five intersections identified above. Obtain soil samples at 2.5- and 5-foot intervals. Note, rock coring, if required to achieve the required depth, is considered a contingency.
- Drill seven (7) soil borings to depths of approximately 15 feet below ground surface using mud rotary methods for use in retaining wall design for the multiuse path on Salamo. Obtain soil samples at 2.5- and 5-foot intervals. Note, rock coring, if required to achieve the required depth, is considered a contingency.
- Maintain a detailed log of each exploration, visually classify the soil encountered, obtain soil samples as appropriate for the soil conditions encountered, and observe groundwater conditions in each exploration.
- Conduct the following laboratory tests using soil samples obtained from the explorations:
  - Consolidation tests in general conformance with ASTM D 2435
  - Moisture Content tests in general conformance with American Society for Testing and Materials (ASTM) D 2216

- Direct Shear tests in general conformance with ASTM D 3080
- Atterberg limit tests in general conformance with ASTM D 4318
- Unit Weight tests in general conformance with ASTM D 2937
- Grain size determinations, combined sieve and hydrometer, in general conformance with ASTM D422
- Organic content tests in general conformance with ASTM D 2974
- Geotechnical engineering construction recommendations for site preparation, structural fill compaction criteria, and wet/dry weather earthwork procedures.
- Geotechnical engineering recommendations for the design and construction of retaining walls including foundation type, allowable bearing capacity, and lateral earth pressures. Provide slope stability analysis of embankment fill areas that will be retained by walls.
- Provide geotechnical engineering soil properties related to signal pole foundation design.
- Provide recommendations for proposed construction materials and practices
- Complete a draft report of our findings.
- Complete a final report based on comments from the City and design team.

## 5.2 Utility Trench and Pavement Design

This includes the following elements:

- Utility trench for a new storm sewer expected to a max depth of eight feet.
- Pavement design for widening.

The following task items are specific to the pavement and utility trenching:

- Drill eleven (11) soil borings to depths of up to 9.0 feet below ground surface using solid stem auger methods for use in pavement widening and utility trenching on 10<sup>th</sup> Street and Willamette Falls Drive. Obtain soil samples at 2.5- and 5-foot intervals. Note, rock coring, if required to achieve the required depth, is considered a contingency.
- Pavement recommendations will be based on existing pavement thicknesses and City typical pavement sections based on roadway classification. No pavement design is included in this scope of work.
- Utility trench recommendations including expected materials

### ***Assumptions:***

- Environmental permitting will not be required for the geotechnical field work, except coordination of field activities with USDA/APHIS/Wildlife Services for nest monitoring depending on when field activities occur.
- The drill cuttings are not contaminated and may be disposed of off-site by our drilling subcontractor. If the drill cuttings appear to be contaminated, the team will be informed immediately, and the necessary action will be taken upon authorization.
- Infiltration testing will not be required.
- Pavement analysis of existing structures will not be required.
- Rock coring will not be required and is included as a contingency.

## 5.3 Rock Coring Contingency

The following task items are a contingency in the event that bedrock is encountered, and coring is required to complete the excavation to the required depth:



- Up to 60 feet of rock coring is assumed.
- Provide recommendations for signal pole, utility trenching, and/or retaining wall design and construction parameters specific to rock excavation.
- Unconfined compression tests if intact rock is encountered

**Task 5 Deliverables:**

- Summary of Geotechnical Recommendations for Retaining Wall and Signal Pole Design
- Summary of Geotechnical Recommendations for Utility Trenches and Pavement section.

**Task 6 - Environmental Reconnaissance**

The Consultant shall review available data for the project area, including National and Local Wetland Inventories, previous wetland delineations, soil survey data, and topographic maps. The Consultant shall conduct a visual survey of the project area. From this data, the Consultant will confirm the absence of wetlands or identify potential wetlands, if present. Results will be summarized in a brief memorandum. No wetland delineation will be completed as part of this scope of work.

**Task 6 Deliverables:**

- Wetland Reconnaissance Memorandum

**Task 7 – Traffic Analysis**

Consultant shall collect turn movement count data and analyze traffic operations at the following intersections during the AM and PM peak periods:

- Blankenship Rd/Tannler Drive
- Blankenship Rd/Salamo Rd/10<sup>th</sup> St

In addition, 16-hour turn movement count data will be collected at the intersection Salamo Rd/Barrington Drive to evaluate potential pedestrian crossing treatments.

Traffic count data shall include pedestrian and bicycle activity. Traffic operations shall be evaluated for existing (2018) no-build, existing build, and future (2040) build scenarios at the intersections of Blankenship Road/Tannler Drive and Blankenship Road/Salamo Road/10<sup>th</sup> St. For intersections that do not meet current relevant (ODOT or West Linn) standards, Consultant shall identify potential mitigations. Consultant shall develop future year 2040 volume forecasts using Metro's 2040 Travel Demand Model.

Consultant shall apply the 2010 Highway Capacity Methodology (HCM) to perform level of service (LOS) analysis using Synchro. Consultant shall perform a 95th percentile queuing analysis for the exiting build scenario using SimTraffic to determine turn lane storage needs.

NCHRP 562 pedestrian crossing analysis shall be completed for the intersection of Salamo Rd and Barrington Drive. The objective of this evaluation is to determine the appropriate pedestrian crossing treatment. A signal warrant analysis shall also be conducted at this location.

Traffic analysis findings shall be summarized in a technical memorandum.

Consultant shall conduct up to four (4) meetings with ODOT and/or the City of West Linn at important milestones of developing the analysis as well as after completing the tasks to review findings, finalize analysis and discuss results. DKS shall respond to one unified, compiled set of comments from ODOT and the City on the draft memorandum, and shall incorporate these comments into the final memorandum.

***Assumptions:***

- It is assumed since we are not proposing to change lane configurations or operations at the intersections of 10<sup>th</sup> Street/I-205 Southbound Ramps and 10<sup>th</sup> Street/I-205 Northbound Ramps, no traffic data will be collected and no traffic analysis will be performed at these intersections.
- Aside from the three intersection locations shown above, no traffic data will be collected as part of this scope.

**Task 7 Deliverables:**

- Traffic Analysis Memorandum (Draft and Final)

**Task 8 – Preliminary Engineering**

The Consultant shall provide final engineering of the roadway. This task shall include the following elements.

**8.1 30% PS&E**

**Construction Plans**

The Consultant shall produce 30% construction plans consistent with the plan sheet checklist at the end of this section. The design will include design information such as horizontal and vertical alignment including street (curb line) layout for the project corridor. Plans will include profile and preliminary section information to determine the limits of impacts including slopes and retaining walls.

**Traffic Signal Design**

New or modified traffic signal designs shall be included at the following intersections:

- Blankenship Rd/Realigned Tannler Drive
- Blankenship Rd/Salamo Rd/10<sup>th</sup> St
- 10<sup>th</sup> Street/I-205 SB Ramps
- 10<sup>th</sup> Street/I-205 NB Ramps
- 10<sup>th</sup> Street/Willamette Falls Drive

Existing traffic signal interconnect shall be maintained to the extent possible as part of these signal design efforts.

**Illumination Design**

Illumination design shall be provided for the following areas:

- At all signalized intersections (where poles are being installed)
- Along Blankenship Rd between realigned Tannler Dr and 10<sup>th</sup> St
- At the intersection of Salamo Rd/Barrington Dr
- At the intersection of 10<sup>th</sup> St/Willamette Falls Drive
- Along Willamette Falls Drive between 10<sup>th</sup> St and 15<sup>th</sup> St
- At the intersection of 8<sup>th</sup> Ave/10<sup>th</sup> St

Cobra-head style luminaires shall be installed as feasible on all new signal poles. Luminaires and poles along Blankenship Road and Willamette Falls Drive will be selected by the City of West Linn from the PGE-approved product list. Consultant shall perform lighting analysis using AGI lighting software to determine appropriate lighting layout needed to meet current ODOT and IES guidelines. Duplex electrical outlets shall be provided at the base of street trees along Willamette Falls Drive.

***Assumptions:***

- Lighting design will not be included for the new shared-use path along Salamo Road nor along 10<sup>th</sup> Street (except at intersections).
- No duplex electrical outlets or associated circuits will be provided on illumination poles.
- City will provide assumptions for electrical loads for use in designing duplex outlet circuits on Willamette Falls Drive.
- No hanging baskets on light poles.

**Construction Cost Estimate**

The Consultant shall prepare a preliminary construction cost estimate for the proposed improvements. Estimate will be broken down by anticipated bid packages described below.

**Construction Plans**

The Consultant shall prepare a 30% design memorandum documenting the design, any key design decisions and next steps for each phase.

**Quality Control**

An internal quality control review of all documents prior to submission to the City.

**Plan Sheet Check List**

<b>Plan sheet</b>	<b>30%</b>
Title Sheet	X
Typical Section	X
Paving Plan	
Details (street, storm, etc.)	
Erosion Control	
Temporary Traffic Control During Construction Plans	
Horizontal Geometry	X
Grading Details	
Plan and Profile – Street/Storm Design	X
Pipe Data Sheet	
Landscape Plans	
Signing and Striping Plans	X*
Street Lighting Plans	X
Traffic Signal Plans	X
Traffic Signal Interconnect	

Utility Relocation Plans	
Retaining Wall Plans	
Roadway Sections	X
Standard Drawings (ODOT/APWA)	

\* 30% Submittal will include striping only

Note: Landscape plans will consist for preliminary layout of trees, planting and seeding areas. No specific plant species will be identified. The purpose of these plans are for a placeholder for City design-building landscaping following construction.

## 8.2 Preliminary Stormwater Management Report

The Consultant shall prepare a preliminary stormwater management report documenting the stormwater management concepts for the project and compliance with City of West Linn standards.

### Task 8 Deliverables:

- 30% Plans and Cost Estimate
- Preliminary Stormwater Management Report

Following the development of the 30% design, the project will be phased into three bid packages:

4. Willamette Falls Drive Streetscape (includes up to 8<sup>th</sup> Ct. on 10<sup>th</sup> St.)
5. 10<sup>th</sup> Street Interchange and Salamo Road Multi-Use Path
6. Blankenship Road Bicycle Facility Improvements

### Task 9 – Final Engineering – Willamette Falls Drive Streetscape

The Consultant shall provide final engineering for the improvements outlined in the preliminary design. This task shall include the following elements.

#### 9.1 60% PS&E

##### Construction Plans

The Consultant shall produce 60% construction plans consistent with the plan sheet checklist at the end of this section. The design will expand on the 30% design and include driveway design, storm drainage plan and profile, side street transitions, preliminary retaining wall profiles, signing and striping, traffic signals, illumination, and temporary traffic control.

##### Construction Specifications

The Consultant shall prepare outline special provisions. The special provisions will be based on the ODOT 2018 Specifications for Construction. Outline specifications will consist of compilation of the appropriate sections required for the project work.

##### Construction Cost Estimate

The Consultant shall prepare a 60% construction cost estimate for the proposed improvements.



### Quality Control

An internal quality control review of all documents prior to submission to the City.

### 30% Review Comments

The Consultant will review and provide written response to all City comments from the 30% documents.

## **9.2 Final Stormwater Management Report**

The Consultant shall prepare a final stormwater management report documenting the stormwater management for the project and demonstrating compliance with City of West Linn standards. The report will build upon the concepts in from the 30% design.

## **9.3 90% PS&E**

### Construction Plans

Consultant will produce 90% complete design plans consistent with the plan sheet checklist at the end of this section. Design will include detailed grading of ramps and curb returns, construction notes, construction details, and wall design information and details.

### Construction Specifications

The Consultant shall prepare draft special provisions. The special provisions will be based on the ODOT 2018 Specifications for Construction.

### Construction Cost Estimate

The Consultant shall prepare a 90% construction cost estimate for the proposed improvements.

### Quality Control

An internal quality control review of all documents prior to submission to the City.

### 60% Review Comments

The Consultant will review and provide written response to all City comments from the 60% documents.

## **9.4 Final PS&E**

### Construction Plans

The Consultant shall produce final construction plans consistent with the plan sheet checklist at the end of this section.

### Construction Specifications

The Consultant shall prepare final special provisions. The special provisions will be based on the ODOT 2018 Specifications for Construction.

### Construction Cost Estimate

The Consultant shall prepare a final engineers construction cost estimate for the proposed improvements.

Construction Schedule

The Consultant shall prepare a construction schedule to address project duration by stage and any specific sequencing of construction. The schedule will be prepared in MS Project.

Quality Control

An internal quality control review of all documents prior to submission to the City.

90% Review Comments

The Consultant will review and provide written response to all City comments from the 90% documents.

**9.5 Bid Documents**

Bid Booklet

The Consultant shall prepare the bid booklet based on the City of West Linn boilerplate documents.

Construction Schedule

The Consultant shall prepare an anticipated construction schedule.

Bid Schedule

The Consultant shall prepare bid schedule based on the final construction cost estimate.

**9.6 Permits**

1200-C Permit

The Consultant shall prepare documents and submit for a 1200-C permit

**Plan Sheet Check List**

<b>Plan sheet</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>
Title Sheet	X	X	X
Typical Section	X	X	X
Paving Plan	X	X	X
Details (street, storm, etc.)	X	X	X
Erosion Control	X	X	X
Temporary Traffic Control During Construction Plans	X	X	X
Horizontal Geometry	X	X	X
Grading Details	X	X	X
Plan and Profile – Street/Storm Design	X	X	X
Pipe Data Sheet		X	X
Irrigation Plans	X	X	X
Signing and Striping Plans	X	X	X
Street Lighting Plans	X	X	X

Traffic Signal Plans	n/a	n/a	n/a
Traffic Signal Interconnect	X	X	X
Utility Relocation Plans	X	X	X
Retaining Wall Plans	X	X	X
Roadway Sections	X	X	X

The following temporary traffic control plans will be prepared for this task:

- Advance Area Signing - 1 sheet
- Temporary Traffic Control/Staging Plans – 3 sheets
- Traffic Control Details – 4 sheets

Although pedestrians will be accommodated as part of the temporary traffic control plans, a Temporary Pedestrian Access Route (TPAR) will not be required for this task.

No Traffic Management Plan (TMP) will be prepared for this task.

No landscape plans with final design. Irrigation will be design build irrigation plans to identify sleeving and other backbone appurtenances to facilitate City design and construction of an irrigation system.

### 9.7 Bid Support

The Consultant will respond to questions from bidders and suppliers regarding the plans and special provisions that are fielded by the Agency. Responses to questions will be in writing and forwarded to the Agency for distribution within 24 hours from the time a question is submitted by the bidder.

The consultant will, during the bidding process, manage the communications with bidders and suppliers in a manner that assures that no bidder or supplier is provided with information that could provide a bidding advantage or disadvantage. The Consultant will prepare a written log to document conversations and questions by bidders and/or suppliers and the answers provided to them. The Consultant will prepare a summary of the communications at the close of the bidding period.

The Consultant will prepare addenda to the bid documents as required during the bidding process. For budgeting purposes, this scope of work shall include the preparation of two addenda to the bid documents.

A pre-bid meeting is not anticipated.

### Task 9 Deliverables:

- 60% Plans, Specifications and Cost Estimate
- Final Stormwater Management Report
- 90% Plans, Specifications and Cost Estimate
- Final Plans, Specifications and Cost Estimate
- Bid Booklet
- Construction Schedule
- Bid Schedule
- 1200-C Permit materials

- Written log of conversations, questions and answers, as required during the bid.
- Two (2) memos in response to any question submitted by bidders, as required.
- Up to two (2) addenda to the bid documents, as required.

## **Task 10 – Final Engineering – 10<sup>th</sup> Street Interchange and Salamo Road Multi-Use Path**

The Consultant shall provide final engineering for the improvements outlined in the preliminary design. This task shall include the following elements.

### **10.1 60% PS&E**

#### **Construction Plans**

The Consultant shall produce 60% construction plans consistent with the plan sheet checklist at the end of this section. The design will expand on the 30% design and include driveway design, storm drainage plan and profile, side street transitions, preliminary retaining wall profiles, signing and striping, and traffic control.

#### **Construction Specifications**

The Consultant shall prepare outline special provisions. The special provisions will be based on the ODOT 2018 Specifications for Construction. Outline specifications will consist of compilation of the appropriate sections required for the project work.

#### **Construction Cost Estimate**

The Consultant shall prepare a 60% construction cost estimate for the proposed improvements.

#### **Quality Control**

An internal quality control review of all documents prior to submission to the City.

#### **30% Review Comments**

The Consultant will review and provide written response to all City comments from the 30% documents.

### **10.2 Final Stormwater Management Report**

The Consultant shall prepare a final stormwater management report documenting the stormwater management for the project and demonstrating compliance with City of West Linn standards. The report will build upon the concepts in from the 30% design.

### **10.3 90% PS&E**

#### **Construction Plans**

The Consultant shall produce 60% construction plans consistent with the plan sheet checklist at the end of this section. The design will expand on the 30% design and include driveway design, storm drainage plan and profile, side street transitions, preliminary retaining wall profiles, signing and striping, traffic signals, illumination, and temporary traffic control.

#### **Construction Specifications**

The Consultant shall prepare draft special provisions. The special provisions will be based on the ODOT 2018 Specifications for Construction.

### Construction Cost Estimate

The Consultant shall prepare a 90% construction cost estimate for the proposed improvements.

### Quality Control

An internal quality control review of all documents prior to submission to the City.

### 60% Review Comments

The Consultant will review and provide written response to all City comments from the 60% documents.

## **10.4 Final PS&E**

### Construction Plans

The Consultant shall produce final construction plans consistent with the plan sheet checklist at the end of this section.

### Construction Specifications

The Consultant shall prepare final special provisions. The special provisions will be based on the ODOT 2018 Specifications for Construction.

### Construction Cost Estimate

The Consultant shall prepare a final engineers construction cost estimate for the proposed improvements.

### Construction Schedule

The Consultant shall prepare a construction schedule to address project duration by stage and any specific sequencing of construction. The schedule will be prepared in MS Project.

### Quality Control

An internal quality control review of all documents prior to submission to the City.

### 90% Review Comments

The Consultant will review and provide written response to all City comments from the 90% documents.

## **10.5 Bid Documents**

### Bid Booklet

The Consultant shall prepare the bid booklet based on the City of West Linn boilerplate documents.

### Construction Schedule

The Consultant shall prepare an anticipated construction schedule.

### Bid Schedule

The Consultant shall prepare bid schedule based on the final construction cost estimate.

## **10.6 Permits**

### 1200-C Permit

The Consultant shall prepare documents and submit for a 1200-C permit

### ODOT Miscellaneous Permit

The Consultant shall prepare documents and submit for an ODOT Miscellaneous permit for work within State right of way.

### **Plan Sheet Check List**

<b>Plan sheet</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>
Title Sheet	X	X	X
Typical Section	X	X	X
Paving Plan	X	X	X
Details (street, storm, etc.)	X	X	X
Erosion Control	X	X	X
Temporary Traffic Control During Construction Plans	X	X	X
Horizontal Geometry	X	X	X
Grading Details	X	X	X
Plan and Profile – Street/Storm Design	X	X	X
Pipe Data Sheet		X	X
Irrigation Plans	X	X	X
Signing and Striping Plans	X	X	X
Street Lighting Plans	X	X	X
Traffic Signal Plans	X	X	X
Traffic Signal Interconnect	X	X	X
Utility Relocation Plans	X	X	X
Retaining Wall Plans	X	X	X
Roadway Sections	X	X	X

The following temporary traffic control plans will be prepared for this task

- Advance Area Signing - 1 sheet
- Temporary Traffic Control/Staging Plans – 4 sheets
- Traffic Control Details – 7 sheets

A Temporary Pedestrian Access Route (TPAR) will be required for this task, and will be incorporated into the temporary traffic control plans.

No Traffic Management Plan (TMP) will be prepared for this task.

No landscape plans with final design. Irrigation will be design build irrigation plans to identify sleeving and other backbone appurtenances to facilitate City design and construction of an irrigation system.



## **10.7 Bid Support**

The Consultant will respond to questions from bidders and suppliers regarding the plans and special provisions that are fielded by the Agency. Responses to questions will be in writing and forwarded to the Agency for distribution within 24 hours from the time a question is submitted by the bidder.

The consultant will, during the bidding process, manage the communications with bidders and suppliers in a manner that assures that no bidder or supplier is provided with information that could provide a bidding advantage or disadvantage. The Consultant will prepare a written log to document conversations and questions by bidders and/or suppliers and the answers provided to them. The Consultant will prepare a summary of the communications at the close of the bidding period.

The Consultant will prepare addenda to the bid documents as required during the bidding process. For budgeting purposes, this scope of work shall include the preparation of two addenda to the bid documents.

A pre-bid meeting is not anticipated.

## **10.8 Temporary Traffic Signal Design at Blankenship Rd/Salamo Rd/10<sup>th</sup> St (Contingency)**

If needed, a temporary traffic signal will be designed at the intersection of Blankenship Rd/Salamo Rd/10<sup>th</sup> St. Four plans sheets will be prepared for this task.

## **10.9 Temporary Traffic Signal Design at 10th Street/I-205 SB Ramps (Contingency)**

If needed, a temporary traffic signal will be designed at the intersection of 10th Street/I-205 SB Ramps. Four plans sheets will be prepared for this task.

## **10.10 Temporary Traffic Signal Design at 10th Street/I-205 NB Ramps (Contingency)**

If needed, a temporary traffic signal will be designed at the intersection of 10th Street/I-205 NB Ramps. Four plans sheets will be prepared for this task.

### **Task 10 Deliverables:**

- 60% Plans, Specifications and Cost Estimate
- Final Stormwater Management Report
- 90% Plans, Specifications and Cost Estimate
- Final Plans, Specifications and Cost Estimate
- Bid Booklet
- Construction Schedule
- Bid Schedule
- 1200-C Permit materials
- ODOT Miscellaneous Permit materials
- Written log of conversations, questions and answers, as required during the bid.
- Two (2) memos in response to any question submitted by bidders, as required.
- Up to two (2) addenda to the bid documents, as required.



**EXHIBIT: COST AND SCOPE PROPOSAL**  
**Historic Willamette and 10th Street Interchange Streetscape**  
**Improvements**  
**City of West Linn**

**Harper Houf Peterson Righellis Inc.**

**November 16, 2018**

**TOTAL PER TASK**

**TASK DESCRIPTIONS**

<b>Task 1: Project Management</b>	
1.1 Project Management and Administration	\$ 64,922.00
1.2 Project Meetings	\$ 66,555.40
<b>Task 2: Public Involvement</b>	
2.1 Public Meetings/Open Houses	\$ 31,500.00
2.2 Stakeholder Outreach	\$ 22,999.20
<b>Task 3: Survey and Basemapping</b>	
3.1 Records Research	\$ 2,400.00
3.2 Control Survey	\$ 12,000.00
3.3 Right of Way Location	\$ 32,800.00
3.4 Topographic Survey and Base Map	\$ 88,840.00
3.5 Pre-Construction Record of Survey	\$ 13,840.00
<b>Task 4: Utility Coordination</b>	
4.1 Utility Coordination Kickoff Meeting	\$ 2,110.00
4.2 Identify and Document Utility Conflicts	\$ 11,000.00
4.3 Coordinate Relocation Plans and Specifications	\$ 21,300.00
<b>Task 5: Geotechnical Investigation</b>	
5.1 Retaining Wall and Signal Pole Foundation Exploration	\$ 63,073.50
5.2 Utility Trench and Pavement Design	\$ 18,144.00
5.3 Rock Coring (Contingency)	\$ 10,897.95
<b>Task 6: Environmental Reconnaissance</b>	
6.0 Environmental Reconnaissance	\$ 3,450.00
<b>Task 7: Traffic Analysis</b>	
7.0 Traffic Analysis	\$ 15,928.50
<b>Task 8: Preliminary Engineering</b>	
8.1 30% PS&E	\$ 155,805.50
8.2 Preliminary Stormwater Management Report	\$ 20,100.00
<b>Task 9: Final Engineering - Willamette Falls Drive Streetscape</b>	
9.1 60% PS&E	\$ 96,139.50
9.2 Final Stormwater Management Report	\$ 12,980.00
9.3 90% PS&E	\$ 77,225.25
9.4 Final PS&E	\$ 59,865.50
9.5 Bid Documents	\$ 19,560.00
9.6 Permits	\$ 8,300.00
9.7 Bid Support	\$ 3,622.25
<b>Task 10: Final Engineering - 10th Street Interchange and Salamo Road Multi-Use Path</b>	
10.1 60% PS&E	\$ 84,150.50
10.2 Final Stormwater Management Report	\$ 11,980.00
10.3 90% PS&E	\$ 66,854.25
10.4 Final PS&E	\$ 51,064.25
10.5 Bid Documents	\$ 12,760.00
10.6 Permits	\$ 20,000.00
10.7 Bid Support	\$ 5,674.25
10.8 Temporary Traffic Signal Design at Blankenship Rd/Salamo Rd/10th St (Contingency)	\$ 12,442.50
10.9 Temporary Traffic Signal Design at 10th St/I-205 SB Ramps (Contingency)	\$ 12,442.50
10.10 Temporary Traffic Signal Design at 10th St/I-205 NB Ramps (Contingency)	\$ 12,442.50

**\$ 1,225,169.30**