

**ENGINEERING SERVICES AGREEMENT
WITH THE CITY OF WEST LINN
CALAROGA SANITARY SEWER PUMP STATION REPLACEMENT
FINAL DESIGN AND CONSTRUCTION SUPPORT**

City: City of West Linn, a municipal corporation of the State of Oregon.
Contractor: Carollo Engineers
707 SW Washington St. STE 500
Portland, OR 97205
Term: Through December 31, 2023
Compensation: Not to exceed \$587,655.00

RECITALS

WHEREAS, the City's Fiscal Year **FY 2023** budget provides for the design and/or construction of; Calaroga Pump Station Replacement; 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, 2023**, 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 **Five Hundred Eighty Seven Thousand Six Hundred Fifty Five** dollars (\$587,655.00) without prior written authorization.

- 2) The parties hereto do expressly agree that the Basic Fee is based upon the Scope of Services provided in Exhibit 1 and is not necessarily related to the estimated 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. City shall pay the Engineer's approved invoices within thirty (30) days of receipt.

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 **Carollo Engineers** is not entitled to benefits of any kind to which a City employee is entitled and that **Carollo Engineers** shall be solely responsible for workers compensation coverage for **Carollo Engineers** 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.
- 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.

- E. The engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Engineer's subconsultants, employees, or agents, that impact project completion and/or success.

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, reduction in coverage, 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: 503-722-3432 Fax: N/A Email: mcoffie@westlinnoregon.gov
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Such policies or certificates must be delivered prior to commencement of the work. Thirty days cancellation notice shall be provided City by mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

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

9. Termination Without Cause

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

10. Termination With Cause

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

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

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

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

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

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

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

11. Non-Waiver

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

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

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

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

City of West Linn	Contractor
Attn: Finance Department	Attn: Corianne Burnett, PE
22500 Salamo Road West Linn, OR 97068	Address: 707 SW Washington St. STE 500 Portland, OR 97205
Phone: 503-657-0331	Phone: 503-881-9604
Fax: 503-650-9041	Fax: N/A
Email: acctspayable@westlinnoregon.gov	Email Address: cburnett@carollo.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 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 **Lance Calvert, P.E. – City Engineer/Public Works Director** 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.

25. City-Provided Information and Services

The City shall furnish the Engineer, upon request, available studies, reports and other data pertinent to the Engineer's services requested by the Engineer; obtain or authorize the Engineer to obtain or provide additional reports and data as required and the Engineer shall be entitled to use and rely upon all such information, if such reliance meets the standard of care.

26. Third Parties

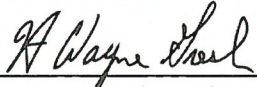
The services to be performed by the Engineer are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder."

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: Carollo Engineers, Inc.
Print Firm's Name

H. Wayne Gresh, P.E. Associate Vice President
Print Name & Title of Engineer's Authorized Representative

 12/09/2022
Signature of Firm's Representative Date

By: Carollo Engineers, Inc.
Print Firm's Name

Brian R. Matson, P.E. Senior Vice President
Print Name & Title of Engineer's Authorized Representative

 12/09/2022
Signature of Firm's Representative Date

CITY OF WEST LINN


By: Signature

John Williams, City Manager 12/12/22
Print Name & Title Date

Exhibit 1
SCOPE OF SERVICES
City of West Linn
Calaroga Sanitary Sewer Pump Station Replacement Project
Final Design and Construction Support
PW-22-05

INTRODUCTION

The Calaroga sanitary sewer pump station, constructed in 1993, is located at 3831 S. Calaroga Drive. The pump station consists of a buried wetwell with a dry pit over the well and an at-grade access hatch. The below grade dry pit contains two 7.5 hp pumps, isolation and check valves, and piping. The wetwell and dry pit are within the 100-year floodplain and could be flooded. Power and control panels for the pump station are located uphill from the wetwell along Calaroga Drive, above the 100-year floodplain.

The 2019 Sanitary Sewer Master Plan identified the need to increase capacity of each pump in the station by 70,000 gallons per day to convey peak wet weather flows. In 2021, a more in-depth analysis of Calaroga Sanitary Sewer Pump Station was performed to identify the size of new pumps and associated wet well needed (*Calaroga Sanitary Sewer Pump Station Capacity, Carollo Engineers, Inc., March 2021*). In 2022, alternatives for Calaroga Sanitary Sewer Pump Station were prepared and the City selected construction of a new wet well located adjacent to Calaroga Drive to mitigate flood events (*Calaroga Sanitary Sewer Pump Station Alternatives Analysis, Carollo Engineers, Inc., February 2022*). Under City project PW-22-05, the existing pump station will be replaced with a facility that is not subject to flooding during a 100-year event and has increased capacity to convey peak wet weather flows.

This Scope of Services provides for final design and construction administration services for replacement of the Calaroga Sanitary Sewer Pump Station. Work under the Scope of Services will be performed under the following four primary tasks:

Task 100 – Final Design Services. Under this task Consultant will provide final design services to prepare contract documents for construction of the work for the New Wet Well Alternative as set forth in the *Calaroga Sanitary Sewer Pump Station Alternatives Analysis, Carollo Engineers, Inc., February 2022*. The new pump station will have a firm capacity of 122 gpm with the wet well sized to house future pumps having a capacity of 200 gpm as set forth in the *Calaroga Sanitary Sewer Pump Station Capacity, Carollo Engineers, Inc., March 2021*.

Task 200 – Bid Phase Services. Under this task Consultant will respond to bidder questions during the bid period, provide addendums as needed to the City, and produce conformed documents.

Task 300 - Construction Support Services. Under this task the Consultant will provide construction support services during construction of Calaroga Sanitary Sewer Pump Station.

Task 400 – Project Management. Under this task Consultant will manage internal and external team, project budget, and prepare monthly progress reports for the City.

GENERAL ASSUMPTIONS AND CONDITIONS TO THE SCOPE OF SERVICES

1. Meetings will be held at City facilities or via web conference when agreed upon by City and Consultant.
2. For each meeting conducted by Consultant, Consultant shall schedule the meeting with the City project manager, provide meeting materials, conduct the meeting, and provide draft and final versions of

meeting notes. Meeting materials and notes will be provided to City in electronic Adobe PDF format transmitted via email or by Consultant's file transfer protocol.

3. Draft versions of deliverables will be provided to City in electronic Adobe PDF format transmitted via email or by Consultant's file transfer protocol.
4. City will provide one set of consolidated comments to deliverables submitted for review using a comment tracking spreadsheet provided to the City by Consultant. Consultant will respond to City review comments within the comment tracking spreadsheet and incorporate comments accordingly in final versions of each deliverable.
5. City will print and produce additional copies of all documents as necessary for its use beyond what will be provided by the Consultant as stated within the Scope of Service tasks.
6. City will furnish Consultant available studies, reports and other data pertinent to the Consultant's services. Consultant shall be entitled to use and rely upon all such information and services provided by the City.
7. City will facilitate Consultant's visits to the pump station site and accompany Consultant's team members during the site visits with staff familiar with the facilities visited.
8. Cost estimates will be prepared at Association for the AACE, Recommended Practice 18R-97 Cost Estimate Classification System for the Process Industries. It is understood the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices or bidding strategies. Cost estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from cost estimates prepared by Consultant.
9. Hazardous materials or asbestos may exist at a site where there is no reason to believe they could or should be present. The Consultant and City agree that the discovery of unanticipated hazardous materials or asbestos will constitute a changed condition that may mandate a renegotiation of Consultant's services to address the nature, extent, and requirements for removal and disposal of such materials.
10. With respect to construction, the parties agree that the City and Consultant shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of City or Consultant. Both City and Consultant shall be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

Additionally, Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

11. The services to be performed by the Consultant under the Scope of Services are intended solely for the benefit of the City. No person or entity not a signatory to the Agreement for this Scope of Services shall be entitled to rely on the Consultant's performance of its services, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of the Consultant's services under this Scope of Services.

SCOPE OF SERVICES

Task 100 – Final Design Services

Complete field investigations to reflect the most recently collected field data. Coordinate data collection between the City and Consultant. Complete survey and geotechnical work on the site and surrounding area:

Task 101 Field Investigations. Complete field investigations to reflect the most recently collected field data. Coordinate data collection between the City and Consultant. Complete survey and geotechnical work on the site and surrounding area, including:

- Perform property research and complete field survey and mapping of the project site, suitable for design and construction documents. Establish horizontal controls and provide information for construction documents. Set project benchmarks.
- Complete field exploration, borings, geotechnical analysis, and a Geotechnical Interpretive Report for design of the Calaroga Sanitary Sewer Pump Station.
 - Prepare an exploration and traffic plan and provide the plan for review and approval by the City prior to scheduling and completing fieldwork.
 - Retain a driller, provide field supervision and traffic control, and perform field exploration and laboratory geotechnical services in support of design of Calaroga Sanitary Sewer Pump Station.
 - Coordinate and supervise geotechnical borings at the pump station site for purposes of determining foundation and groundwater conditions relevant to the design.
 - Conduct laboratory tests to ascertain geotechnical engineering properties of the soil in the construction zones for the pump station. Control and dispose of drilling and laboratory waste.
 - Interpret geotechnical conditions and make recommendations for foundation support, trenching, trench support, dewatering, excavation, pipe bedding, backfill, compaction and restoration.
 - Prepare draft Geotechnical Interpretive Report.
 - Receive and respond to comments.
 - Assist the design team by answering questions during design.
 - Prepare final Geotechnical Interpretive Report.
- Ecologist survey and site visit.
 - Consultant will flag ordinary high water of Trillium Creek for collection by project survey team.
 - Collect data about existing vegetation to inform site restoration and mitigation design.
 - Identify a suitable area adjacent to the project site for Water Resource Area (WRA) mitigation plantings.

Deliverables

- Topographic base plan sheet mapping for the Calaroga Sanitary Sewer Pump Station site.
- Field exploration and traffic plan.
- Field and laboratory reports.
- Draft Geotechnical Interpretive Report.
- Comment responses.
- Final Geotechnical Interpretive Report.
- Draft and Final Natural Resource Memo documenting findings to support West Linn Water Resource Area site restoration and mitigation requirements.

Assumptions

- Rights of entry and street use permits provided by the City.

- Datum is City of West Linn's current datum.
- Surveyor will obtain horizontal and vertical control information.
- Survey will include trees with trunk diameters 6-inches and greater and will identify trees with trunk diameters 12-inches or greater to be protected or reviewed by City prior to removal.
- Survey will include surface improvements and utilities to the limits of street rights of way as appropriate for pump station and pipelines.
- Surveyor will include geotechnical boring locations in base mapping.
- Topographic survey will be to 1-foot contour interval accuracy.
- Surface and invert elevations for existing gravity stormwater and sewage systems manholes and catch basins within 200-feet of pump station will be surveyed and included in mapping.
- Project vertical control points (2) will be established and along each pipeline alignment.
- Survey documents will be recorded.
- Base maps will be prepared in AutoCAD Civil 3D 2019 for final deliverable to City.
- Two 40' borings will be completed with up to 25 feet of rock coring and placement of a vibrating wire piezometer.
- No groundwater drawdown test will be performed.
- Borings will be backfilled with bentonite chips and site restoration is limited to concrete patches in roadways.
- Drill cuttings will be drummed and disposed of off-site.
- Water needed for geotechnical exploration work may be discharged across land at the site (with compliance with erosion and sediment control requirements).
- No environmental analyses for contaminated soils will be performed prior to fieldwork. Provisions will be made for field screening, sampling, drumming, profiling, and disposal of hazardous materials if encountered in the drill holes.

Task 102. Prepare Construction Documents. Prepare design and construction documents for the Calaroga Sanitary Sewer Pump Station and associated appurtenances. Prepare submittals for review by the City at the 30%, 90%, and Bid Documents stages of design completion.

Perform internal quality management during preparation of documents, and provide a formal, internal, coordinated review prior to submittal of the 90% documents.

Tasks for this subtask include:

- Prepare Design Drawings and Specifications. Provide the following design submittals:
 - 30% submittal including all general sheets, structural and mechanical plan and section drawings, electrical/control block diagram, process and instrumentation diagram, and control description. Front end and major equipment specifications will be provided, along with piping schedules, and control loop descriptions.
 - Internal QA submittal: The QA submittal will include all detail of a bid ready set of construction Contract Documents.
 - 90% submittal: the 90% submittal will include all detail of a bid ready set of construction Contract Documents, and shall contain all bid requirements, contract forms, conditions of the contract, specifications, and drawings. The 90% submittal will have the comments from the City and the QA/QC team addressed.
 - Final Bid Ready Contract Documents: Incorporate City and QA/QC checker review comments and prepare the construction Contract Documents for bidding the project.
 - Progress submittals will also be made to DEQ as required to gain DEQ approval.

- The City will provide a single, consolidated set up review comments for each progress submittal.
- Design Kick-off Workshop. Conduct conference call at the onset of the project to review project, schedule, and coordinate geotechnical and surveying work. Consultant project manager will attend meeting in person, Consultant team will call-in.
- Design Review Workshops. Conduct conference calls at the 30%, and 90% design completion stages to review the design, construction cost, and schedule. Consultant project manager will attend meeting in person, Consultant team will call-in.
- Internal QA/QC Reviews. Develop a formal QA/QC plan as part of the Project Procedures Manual prepared under the Project Management task. Perform internal QA/QC reviews at the major milestone dates using the senior review team identified in the project plan.
- Cost Estimates. Provide an estimate of probable construction cost at the 30% and 90% design completion stages.
- Permitting. Coordinate with DEQ officials as required to gain approvals needed to bid and construct the project. Provide the appropriate submittals for review by the permitting agencies.

Deliverables

- Meeting agenda, materials, and notes.
- Design drawings and specifications, as previously described. Drawings will be prepared in MicroStation Version 8. The City will be provided final drawings in AutoCAD Civil 3D 2019 formats. Carollo CAD standards will be used.
- Project specifications which will use the Consultant's standard Division 0, 1 and technical specifications.
- Cost estimates at the 30% and 90% design milestones.

Assumptions

- Up to two site visits to be conducted during design.
- City will receive and transmit design submittal documents to City staff for review.
- City will manage and coordinate comments on submittal documents prior to transmittal to the Consultant.
- City review will occur over the two weeks following submittal of the design milestones. Comments will be provided using a spreadsheet comment response form.
- City will arrange for appropriate City staff to attend the design review workshop.
- Vegetation site restoration and mitigation plans will meet City code sections 32.100 and 32.090.
- Temporary irrigation plan will be provided as necessary.
- Total non-pervious surfaces to be replaced/new will be less than 1,000 square feet.
- Contractor will obtain the 1200-C permit and traffic control permit.

Task 103 Conditional Use Permit Process. Prepare and facilitate a public involvement plan through the design and bid phase and prepare Conditional Use Permit. Tasks will include the following:

- Pre-application conference. Consultant will prepare the City and Consultant team for the pre-application conference. This includes researching the requirements of the Community Development Code, preparing responses to potential questions, and understanding the West Linn land development review process.
- Neighborhood Association meeting. Consultant will arrange with the neighborhood association to be on meeting agenda and prepare the presenters with talking points for the meeting as required for the land use application.

- Application submittal coordination. Consultant will ensure all required plans for the application are developed and that all approval criteria have been met. Consultant will compile and submit the final application packet on the City's behalf.
- Hearing notice distribution. Prior to the Planning Commission hearing, notices must be mailed to neighbors within 500 ft of the site, posted at the site, and published in a newspaper of general circulation in West Linn. Consultant will design the required materials per West Linn's Community Development Code.
- Planning commission hearing. Consultant will prepare the City and Consultant team for the Planning Commission hearing with briefs, talking points, and answers to potential questions.

Deliverables

- Meeting agenda, materials, and notes.
- Compiled and submitted Conditional Use permit application and supporting materials.
- Required hearing notification distribution.

Assumptions

- The Conditional Use Permit is granted and there are no appeals to LUBA. Support for any LUBA appeals are not included in this scope of work.
- City is responsible for mass printing and distribution of reports and printed materials.
- City review time for deliverables will be no longer than 2 weeks.
- Project will not require a City Class 2 Design Review, a Water Resource Area Review, or a Flood Management Area review. If these, or other permits, are required through the approval of the Conditional Use Permit or City or State reviews, scope and commensurate fee will be added through an amendment.

Task 104 Meeting Attendance and Support – Provide technical, design, and permitting related support to City staff when requested by the City Project Manager at City led meetings. Tasks will include the following:

- Providing materials to support City led meetings.
- Attendance to requested meetings. Meetings could include, but not limited to internal coordination meetings, neighborhood association meetings, council meetings, public hearings, site visits and meetings with adjacent neighbors.
- Review of meeting notes (for meetings attended by Consultant team members).

Deliverables

- Materials or project information as requested by City.
- Review of meeting notes.

Assumptions

Level of effort is bases on 10 two-hour meetings by Carollo Project Manager. Task 200 – Bid Phase Services

The purpose of this task is to assist City with the bid process, help the City receive competitive bids, and evaluate bids to assist the City to identify the lowest, responsive, and responsible bidder. Consultant shall perform the following activities:

- Bid Document Distribution and Plan Holders List. Consultant shall provide information and documents needed by the City to post to City's preferred plan distribution system.
- Pre-Bid Meeting. Consultant will conduct a pre-bid conference attended by the City and prospective bidders. Provide an overview of the Project, discuss bid submittal requirements, tour the site with City personnel and prospective bidders, and answer questions from prospective bidders.
- Clarifications and Addenda. Provide responses to questions from prospective bidders. Prepare addenda as deemed necessary by the City or Consultant for distribution by the City.
- Bid Evaluation and Award Recommendation. Evaluate bids received to identify the lowest responsive bid. Provide a recommendation regarding award of contract to the contractor that appears to be the lowest responsive bidder.
- Conformed to Bid Drawings and Specifications. Prepare conformed to bid drawings and specifications by integrating addenda items into the bid documents.

Deliverables

- Meeting minutes and agenda.
- Addenda.
- Bid Award Review and Recommendation Letter.
- Conformed to Bid Documents in PDF and AutoCAD Format.
- City to issue clarifications and addenda to plan holders.
- City to distribute conformed documents to awarded bidder.

Assumptions

- City to issue clarifications and addenda to plan holders.
- City to distribute conformed documents to awarded bidder.

Task 300 – Construction Support Services

Consultant shall provide engineering services during construction (ESDC) over a ten (10) month period. Consultant shall perform the following tasks:

Task 301 Construction Support

- Document and File Management. Utilize the Bentley EADOC web based construction document and file management system to maintain, receive, log, store, share, and maintain files from the City, Contractor, and Consultant team, and other construction related entities for:
 - Construction contract document set including all addenda and change orders,
 - Correspondence,
 - Meeting notes,
 - Shop drawings and other submittals,
 - Progress reports,
 - Progress payments,
 - Testing reports,
 - Schedules,
 - Requests for information (RFI)
 - Design clarifications of contract documents (DC), and
 - Work change directives and change orders.

- Document Existing Project Site Conditions. Provide photo or video documentation of the existing Project site conditions prior to Contractor initiating work on the site. Provide one (1) record copy to the City.
- Preconstruction Conference. Conduct a Preconstruction Conference attended by the City, Contractor, and major subcontractors. Prepare and distribute conference notes to attendees.
- Contractor's Lump Sum Price Breakdown Review. Review and comment on Contractor's breakdown of the lump sum bid amounts to develop a structure for progress payments.
- Contractor's Schedule Reviews. Review and comment on Contractor's initial and monthly update schedules for issues such as compliance with construction sequencing constraints, adequate time for submittal reviews, major and long lead time equipment deliveries, construction activity durations, and coordination with plant shutdown and startup/testing activities.
- Progress Payment Verification. Review and comment on Contractor's monthly progress payment requests. Consultant review shall be limited to verification that the work and quantities listed are a reasonable representation of the work performed.
- Request for Clarification Responses. Interpret the drawings and specifications, including the preparation of elementary sketches, if required, to clarify the design intent or to make revision because of omissions or conflicts to respond to the Contractor's requests for information (RFI). Consultant shall notify the City of potential Work Change Directs or Change Orders that result from preparation of RFI responses.
- Submittal Reviews.
 - Review shop drawings, operation and maintenance manuals, and material testing reports for general conformance with the design concept of the project and general compliance with the construction contract documents. Consultant's review is not intended as an approval of the submittals if they deviated from the construction contract documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the Contractor of the full responsibility for contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, and/or omissions between the submittals and the construction contract requirements.
 - Distribute applicable submittals to the City for review.
 - Evaluate "or equal" items proposed by Contractor and make recommendation to the City regarding acceptance or rejection of items.
 - Adjudicate and incorporate review comments from the City along with Consultant's review comments prior to disposition to the Contractor.
 - Distribute submittal review responses to the City and Contractor.
- Work Change Directives. Identify changes to the contract that result from responses provided to RFIs and from field observations, review changes with the City, and issue Work Change Directives to the Contractor upon approval thereof by the City.
- Change Order Reviews. Review and comment on Contractor's requests for changes to the contract and response to Work Change Directives to evaluate schedule and cost impacts, and to assist the City in negotiating pricing and terms and conditions with Contractor. Provide recommendations to the City regarding acceptance or rejection of change requests and process Change Orders and Work Change Directives upon approval by the City.
- Construction Progress Meetings. Attend construction progress meetings with attendance by the City, Contractor, and Consultant to review progress of the work, coordinate work with City staff, and identify and address field issues. Prepare and distribute meeting notes to the City, Contractor, and Consultant team members within five (5) working days of the meeting.

- Operation and Maintenance Manual. Prepare a Department of Environmental Quality compliant operation and maintenance manual for the new pump station formatted to be integrated into the City's collection system operation and maintenance manual(s). Manual will be prepared in MS Word and submitted in MS Word and Adobe Acrobat pdf file format.
- Staff Training.
 - One (1) pre-startup training session of approximately two hours to review the information contained in the O&M Manual update and answer questions staff may have about the facility, its design, and O&M requirements.
 - One (1) post-startup training session to address any operational issues or questions that occur after the facility is operational.
- Commissioning and Start-up Assistance. Coordinate and witness commissioning and start-up of the pump station:
 - Facilitate meetings as part of the construction progress meetings to coordinate between the City and Contractor for Contractor's preparation of Commissioning and Start-up plan and schedule,
 - Review and comment on Contractor's commissioning and start-up plan and schedule submittal.
 - Witness Contractor's Functional Testing of subsystems:
 - Identify operational modifications required, and
 - Assist Contractor to resolve operational and/or control issues.
 - Witness Contractor's Start-up of the pump station:
 - Attend Contractor's initial start-up of the facility,
 - Monitor facility performance during the specified process operating period, and
 - Provide a report on compliance with the contract documents to the City.
- Notices of Substantial and Final Completion. Schedule an inspection of the work with the City and Contractor upon receipt of Contractor's written notices of Substantial and Final Completion. Based on the inspection:
 - Issue a draft list of outstanding work to the City for review, incorporate City additions and changes, and issue the list to the Contractor, and
 - Make a recommendation to the City regarding acceptance of Contractor's requests for Substantial and Final Completion.
- Record Drawings and Electronic Files. Prepare record drawings on the basis of information provided by the Contractor. Provide the following deliverables:
 - One (1) electronic copy in AutoCAD format,
 - One (1) electronic copy of a half-size set in PDF format,
 - One (1) full-size set of record drawings plotted on paper and,
 - One (1) half-size set of record drawings plotted on paper for reproduction and distribution by the City.
 - The following statement will be provided on the cover sheet for the drawings:

“Record drawings: These record drawings have been prepared in part on information provided by the Contractor and others; however, Carollo Engineers, inc. did not make measurements to confirm the accuracy of the information provided. This approval indicates that in general, the submitted field changes have been incorporated and indicates general conformance with the design intent.”
- Contract Closeout. Coordinate with the Contractor for the submission of warranties, guarantees, lien releases, maintenance bond, and other documentation as required by the contract documents for contract closeout. Consultant shall advise the City as to:

- Acceptability and compliance with the contract documents of warranties, guarantees, lien releases, maintenance bond, and other documentation, and,
- Provide recommendation to the City regarding final payment and release of retention,
- Provide the City with an electronic copy in pdf format of the follow records and documents:
 - Submittals from Contractor for shop drawings, O&M manuals, and materials testing reports,
 - Daily and monthly reports,
 - RFIs and RFI responses,
 - Work change directives, and
 - Change Orders.
- Structural Observation. Perform Engineer of Record structural observation services to verify conformance with the construction contract documents and submittals. Work with the Contractor to resolve issues and, when needed, bring issues to the attention of the City for resolution. Structural observations are required at the following points:
 - Wet well foundation.
 - Retaining wall foundation.
 - Final structures.
- One-year Warranty Inspection. Schedule and conduct an inspection of the work with the City and Contractor prior to expiration of the one-year warranty period. Identify work that needs corrected and a schedule for performing the work.

Deliverables

- EADOC document management files.
- Existing site conditions documentation.
- Contractor's Lump Sum Price Breakdown review.
- Contractor's schedule reviews.
- Progress payment reviews.
- RFI responses.
- Submittal reviews and logs.
- Work Oder Directives.
- Change Orders.
- Construction Progress Meeting Notes.
- O&M Manual.
- Staff training agenda, materials, and records.
- Substantial and Final Completion reviews.
- Functional testing and Startup and Commissioning plan reviews.
- Record drawings and files.
- Contract closeout submittal.
- Structural observation report(s).

Assumptions

- 41 submittal reviews (2 landscaping, 18 electrical and instrumentation, 21 general).
- 25 RFIs (2 landscaping, 8 electrical and instrumentation, 15 general).
- 8 Change orders (4 electrical and instrumentation, 4 general).
- 3 Structural observation reports.

Task 302 Public Involvement Support City’s public involvement team through the construction phase.

Tasks will include the following:

- Providing materials to support City scheduled and led neighborhood association meetings.
- Attend neighborhood association meetings when requested by the City.

Deliverables

- Neighborhood association meeting materials.

Assumptions

- No more than four construction notifications will be required.

Task 400 – Project Management

The purpose of this task is to plan and execute the work in accordance with the schedule, budget, and quality expectations that are established in this scope of services. Consultant shall perform the following tasks:

- Prepare, update, and maintain a work plan, project instructions, and project schedule.
- Document meeting decisions and action items in a Decision Log and Action Item Log; assign the activities to team members; and follow up to ensure timely resolution.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion; manage activities within total project budget and scope.
- Monitor project activities for potential changes, anticipate changes whenever possible, and with District approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
- Participate in bi-weekly calls with City Project Manager to discuss project status, upcoming work.
- Manage the quality control review of all work activities and project deliverables; note that execution of the QA/QC program will be completed under the appropriate task.
- Prepare and submit monthly invoice to consist of narrative status report, invoice, project expenditure cost table by task, and a summary schedule status.

Deliverables

- Monthly invoices and progress reports (PDF)
- Decision and Action Log

Assumptions

- Task 100 will be completed in nine (9) months from the date the City provides a notice to proceed with the work.
- Task 200 will be completed within three (3) months from City receipt of final construction documents.
- Task 300 will be completed within ten (10) months from Contractor notice to proceed with the work.

Services Not Included

- Services related to bid protects, bid rejection, and re-bidding of the Project including redesign.

- Services resulting from significant changes in the general scope or extent of the Project or its design including revisions to previously accepted studies, reports, and design documents.
- Performing extensive reviews of construction contractor proposed substitutions.
- Services related to warranty claims, enforcement, and inspection.
- Services related to litigation or alternative dispute resolution or extensive investigation or an unreasonable number of claims submitted by the Contractor or others in connection with the Project.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake, or other acts of God.
- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the Project.

Exhibit 2
City of West Linn, OR
Calaroga Sanitary Sewer Pump Station Final Design and Construction Support
Level of Effort and Fee Estimate



Tasks	Carollo Engineers Labor								Expenses							Task Subtotals		
	S. PROF	L. PROF	P. PROF	A. PROF	S. TECH	TECH	Clerical	Total Hours	Carollo Labor Cost	Subconsultants				Other Direct Expenses	Subcontractor Markup (7%)		Total Direct Charges	
	Gresh \$300	Burnett \$230	Sprick \$230	Yoshino \$135	Hawes \$225	Di Donato \$140	Mattox \$125	PLS	Geotech NW	C.E.	Barney and Worth	DEA						
100 Final Design Services																		
101 Field Investigations																		
Survey Services	0	0	8	0	0	8	0	16	\$ 2,960	\$ 16,868	\$ -	\$ -	\$ -	\$ 6,140	\$ -	\$ 1,611	\$ 24,619	\$ 27,579
Geotechnical Investigations	2	8	0	0	0	0	0	10	\$ 2,440	\$ -	\$ 45,385	\$ -	\$ -	\$ -	\$ 100	\$ 3,177	\$ 48,662	\$ 51,102
102 Prepare Construction Documents																		
Design Kickoff	0	12	4	12	0	4	0	32	\$ 5,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 50	\$ 5,910
Site Visits and Workshops	0	16	4	8	0	4	0	32	\$ 6,240	\$ -	\$ -	\$ 1,272	\$ -	\$ -	\$ 100	\$ 89	\$ 1,461	\$ 7,701
Prepare 30% Submittal	6	12	32	220	16	120	8	414	\$ 63,020	\$ -	\$ -	\$ 9,301	\$ -	\$ 5,608	\$ -	\$ 1,044	\$ 15,952	\$ 78,972
Prepare 90% Submittal	6	12	24	200	0	60	16	318	\$ 47,480	\$ -	\$ 14,180	\$ 21,702	\$ -	\$ 11,215	\$ -	\$ 3,297	\$ 50,394	\$ 97,874
Permitting	0	20	0	0	0	0	0	20	\$ 4,600	\$ -	\$ -	\$ -	\$ -	\$ 2,243	\$ 100	\$ 157	\$ 2,500	\$ 7,100
Bid-Ready Documents	1	9	4	40	0	10	16	80	\$ 12,090	\$ -	\$ -	\$ 14,310	\$ -	\$ 3,365	\$ -	\$ 1,237	\$ 18,912	\$ 31,002
Cost Estimates	1	0	4	32	0	0	0	37	\$ 5,540	\$ -	\$ -	\$ 1,272	\$ -	\$ -	\$ -	\$ 89	\$ 1,361	\$ 6,901
103 Conditional Use Permit Process	0	24	0	4	0	8	0	36	\$ 7,180	\$ -	\$ -	\$ -	\$ 51,824	\$ -	\$ 100	\$ 3,628	\$ 55,552	\$ 62,732
104 City Meeting Attendance and Support	0	20	0	12	0	0	0	0	\$ 6,220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Task 100	16	133	80	528	16	214	40	995	\$ 163,630	\$ 16,868	\$ 59,565	\$ 47,857	\$ 51,824	\$ 28,570	\$ 450	\$ 14,328	\$ 219,462	\$ 376,872
200 Bid Phase Services																		
Bid Phase	2	16	2	16	8	0	4	48	\$ 9,200	\$ -	\$ -	\$ 636	\$ -	\$ 1,387	\$ -	\$ 142	\$ 2,165	\$ 11,365
Conformed Documents	0	0	2	4	8	0	8	22	\$ 3,800	\$ -	\$ -	\$ 1,649	\$ -	\$ -	\$ 500	\$ 115	\$ 2,264	\$ 6,064
Subtotal Task 200	2	16	4	20	16	0	12	70	\$ 13,000	\$ -	\$ -	\$ 2,285	\$ -	\$ 1,387	\$ 500	\$ 257	\$ 4,429	\$ 17,429
300 Construction Support Services																		
301 Construction Administration (Incl. EADOC mangmnt.)	0	8	0	120	0	0	0	128	\$ 18,040	\$ -	\$ -	\$ 954	\$ -	\$ -	\$ -	\$ 67	\$ 1,021	\$ 19,061
Clarifications	0	8	4	60	0	0	0	72	\$ 10,860	\$ -	\$ -	\$ 5,962	\$ -	\$ 5,779	\$ -	\$ 822	\$ 12,562	\$ 23,422
Shop Drawings	0	4	4	120	0	0	0	128	\$ 18,040	\$ -	\$ -	\$ 13,515	\$ -	\$ -	\$ -	\$ 946	\$ 14,461	\$ 32,501
Change Request Reviews	2	4	4	12	0	0	0	22	\$ 4,060	\$ -	\$ -	\$ 3,498	\$ -	\$ 826	\$ -	\$ 303	\$ 4,626	\$ 8,686
Structural Observation and Geotech Visits	2	24	0	0	0	0	0	26	\$ 6,120	\$ -	\$ 24,602	\$ -	\$ -	\$ -	\$ 150	\$ 1,722	\$ 26,474	\$ 32,594
Field Integration Assistance/ORT	8	4	4	32	0	0	0	48	\$ 8,560	\$ -	\$ -	\$ 1,908	\$ -	\$ -	\$ 150	\$ 134	\$ 2,192	\$ 10,752
Substantial and Final Inspections	4	4	2	16	0	0	0	26	\$ 4,740	\$ -	\$ -	\$ 636	\$ -	\$ 826	\$ 200	\$ 102	\$ 1,764	\$ 6,504
Operations and Maintenance Manual	0	2	4	80	0	8	16	110	\$ 15,300	\$ -	\$ -	\$ 636	\$ -	\$ -	\$ -	\$ 45	\$ 681	\$ 15,981
Record Drawings and Electronic Files	0	0	2	4	0	16	0	22	\$ 3,240	\$ -	\$ -	\$ 1,649	\$ -	\$ 826	\$ -	\$ 173	\$ 2,648	\$ 5,888
Contract Close-Out	4	0	2	8	0	0	0	14	\$ 2,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,740
302 Public Involvement	0	16	0	8	0	0	0	24	\$ 4,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,760
Subtotal Task 400	20	74	26	460	0	24	16	620	\$ 96,460	\$ -	\$ 24,602	\$ 28,758	\$ -	\$ 8,255	\$ 500	\$ 4,313	\$ 66,428	\$ 162,888
400 Project Management																		
Project Management	0	30	0	0	0	0	0	30	\$ 6,900	\$ -	\$ -	\$ -	\$ 12,021	\$ 5,274	\$ -	\$ 1,211	\$ 18,506	\$ 25,406
Monthly Progress Reports	0	22	0	0	0	0	0	22	\$ 5,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,060
Subtotal Task 300	0	52	0	0	0	0	0	52	\$ 11,960	\$ -	\$ -	\$ -	\$ 12,021	\$ 5,274	\$ -	\$ 1,211	\$ 18,506	\$ 30,466
Totals:	38	275	110	1,008	32	238	68	1,737	\$ 285,050	\$ 16,868	\$ 84,167	\$ 78,900	\$ 63,845	\$ 43,486	\$ 1,450	\$ 20,109	\$ 308,825	\$ 587,655