

**RESOLUTION NO. 1741**

**A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD EXEMPTING THE CITY FROM COMPETITIVE BIDDING REQUIREMENTS OF ORS 279.005 AND THE WILSONVILLE CODE, AUTHORIZING THE CITY ENGINEER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH MURRAY, SMITH & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL (ENGINEERING) SERVICES FOR THE KINSMAN TRANSMISSION MAIN PHASE 1 AND KINSMAN ROAD RECONSTRUCTION PROJECTS.**

WHEREAS, on June 5, 2001, the Wilsonville City Council adopted a Capital Improvement Program for the City that includes a FY 2001/02 appropriation of \$924,000 with future year costs of \$720,000 for a project total of \$1,680,000 to fund the design and construction of the Kinsman Transmission Main Phase 1 (Project No. 530-49130-5000-348); and

WHEREAS, the City Engineer seeks the services of an engineering firm to provide professional services with the referenced projects; and

WHEREAS, the City Engineer proposes to utilize the experience and expertise of Murray, Smith & Associates, Inc., who recently participated in some design work on the Wilsonville Water Treatment Plant and Transmission Main; and

WHEREAS, on the 18<sup>th</sup> day of October, 1999, the City of Wilsonville adopted Ordinance No. 511 amending WC 2.310 Contract Review Board Definitions by adopting State findings, policies and methods of fostering competition and definitions consistent therewith, amending WC 2.314 to provide for competitive bids or proposals, providing for contracting officers and the creation of procedures for the screening and selection of professional services; and

WHEREAS, finding (3), paragraph (10) subparagraph (b) states: "The City Council shall adopt by resolution and the contracting officer shall follow the Oregon Attorney General's Model Public Contracting Rules (Division 35, Consultant Selection: Architectural and Engineering Personal Services Contracting), for screening and selection of persons to perform architectural and engineering personal services contracts for public improvement projects. Provided, however, any provisions in WC 2.310-2.314 for exemptions will also apply and shall take precedent over the Division 35 Model Rules as the Board or Contracting Officer may determine."; and

WHEREAS, Section 2.310 (1) (a) of the Wilsonville Code defines public contracts as being other than agreements for personal service. The contract to be awarded is for engineering professional services; and

WHEREAS, Section 2.312 of the City code states that "The Council is hereby designated as a Local Contract Review Board and relative to contract concerns for the City, shall have all the powers granted to the State Contract Review Board"; and

WHEREAS, Section 2.314 (1) states that "All [certain exceptions are granted] contracts shall be based upon competitive bids or proposals..." which the City interprets to mean public contracts, but in the event it is construed to apply to any contract, the City recites and finds as set forth below; and

WHEREAS, Section 2.314 (2) states that "The Board, may, by Resolution, exempt other contracts from competitive bidding if it finds (a) the lack of bids will not result in favoritism or substantially diminish competition in awarding the contract; and (b) the exemption will result in substantial cost savings. In making such a finding, the Board may consider the type, cost amount of the contract, number of persons available to bid and such other factors as the Board may deem appropriate"; and

WHEREAS, Murray, Smith & Associates, Inc., has extensive and valuable information which could be utilized in the completion of the referenced project thereby reducing the overall project costs; and

WHEREAS, staff has determined that the fees for the services as proposed by Murray, Smith & Associates, Inc., are fair and reasonable reflecting the extensive and valuable information which will not have to be reconstructed or duplicated; and prompt execution of the design contract will allow the design and construction of these water and safety improvements in a timely manner; and

WHEREAS, the estimated fees for the design, construction management, construction staking and supplemental inspection services of the Kinsman Transmission Main Phase 1 and subsequent Kinsman Road Reconstruction, are \$212,900.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

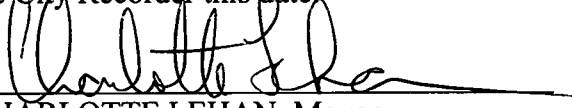
1. The City Council, acting as the Local Contract Review Board, does hereby exempt the award of a contract for engineering professional services from competitive bidding and further concludes this award will not diminish competition and will result in substantial cost savings.
2. The City Council, acting as the Local Contract Review Board, does hereby approve and authorize the City Engineer to sign a Professional Services

Agreement between the City of Wilsonville and Murray, Smith & Associates, Inc., a copy of which is marked Exhibit "A", attached hereto and incorporated herein, to provide the engineering professional services recited within for the referenced project.

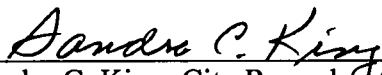
3. Authorize the expenditures for this contract not to exceed the total combined FY 2001/02 amounts as budgeted or amended from:

<u>Account</u>	<u>Budget Amount</u>
530-49130-5000-348	\$924,000

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19<sup>th</sup> day of November, 2001, and filed with the Wilsonville City Recorder this date

  
CHARLOTTE LEHAN, Mayor

ATTEST:

  
Sandra C. King, City Recorder, CMC

SUMMARY OF VOTES:

Mayor Lehan	<u>Yes</u>
Councilor Helser	<u>Yes</u>
Councilor Barton	<u>Yes</u>
Councilor Kirk	<u>Yes</u>
Councilor Holt	<u>Yes</u>

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT  
KINSMAN ROAD WATERLINE EXTENSION PROJECT**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville, Wilsonville, Oregon, (hereinafter referred to as the "City"), and Murray, Smith & Associates, Inc., (hereinafter referred to as "Consultant").

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

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

**A. Term**

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

**B. Consultant's Services**

- B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.
- B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manger shall not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.
- B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's

work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

- B.4 The existence of this Agreement between City and Consultant shall not be construed as City's promise or assurance that Consultant will be retained for future services unrelated to this public works project.
- B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

**C. City's Responsibilities**

- C.1 The scope of City's responsibilities, including those of its Project Manager, are set forth in Exhibit B, which is attached hereto and incorporated herein.
- C.2 City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

**D. Compensation**

- D.1 Except as otherwise set forth in this subsection D, City agrees to pay Consultant not more than \$212,900 for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on an hourly basis as shown on the Rate Schedule attached as Exhibit C which is attached hereto and incorporated herein. Compensation shall be only for actual hours worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the amount of hours devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.
- D.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Standard Hourly Rate Schedule, provided the parties comply with the requirements of Section R. No compensation for additional services shall be paid or owing unless both parties specifically agree to such additional compensation and services.
- D.3 Unless expressly set forth on Exhibit A as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections D.1 and D.2. Only those reimbursable expenses which are set forth on Exhibit A and itemized on

Consultant's bills for services shall be the basis for which payment of those expenses by City shall be owing.

- D.4 4 Except for amounts withheld by City pursuant to this agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- D.5 City shall be responsible for payment of required fees, payable to governmental agencies including, but not limited to plan checking, land use, zoning and all other similar fees resulting from this project, and not specifically covered by Exhibit A.
- D.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.
- D.7 In the event Consultant's responsibilities as described on Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

**E. City's Project Manager**

City's Project Manager is John Michael. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

**F. Consultant's Project Manager**

Consultant's Project Manager is Chris Uber. In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such redesignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

**G. Project Information**

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

**H. Duty to Inform**

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of City to provide a

written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of City's rights.

**I. Consultant is Independent Contractor**

- I.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under paragraph D of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City.  
Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.
- I.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on Exhibit A and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.
- I.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section I.
- I.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.
- I.5 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- I.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant 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.

- I.7 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.
- I.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

**J. Indemnity and Insurance**

- J.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto only and shall hold City harmless from and indemnify City of any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement or from Consultant's failure to perform its responsibilities as set forth in this agreement. The review, approval or acceptance by City, its Project manager or City of Wilsonville employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from any and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section J.2.3. The provisions of this section shall survive termination of this Agreement. City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting or allegedly resulting from City's negligent acts, omissions or from its willful misconduct as governed by ORS Chapter 30.
- J.2 Insurance Requirements and Consultant's Standard of Care.
- J.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Unless specifically set forth on Exhibit A, expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.



- J.2.2 The City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.
- J.2.3 In the performance of its professional services, the Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will reperform any services not meeting this standard without additional compensation. Consultant's reperformance of any services, even if done at City's request, shall not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.
- J.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be revised, non-renewed, or canceled. The Consultant shall endeavor to provide for not less than 30 days' written notice to the City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.
- J.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:
- J.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.
- J.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired

vehicles, with \$500,000 combined single limits.

J.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

J.2.5.4 Professional liability insurance of \$500,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any other requirements of this Agreement, City may require subcontractors to provide Professional Liability Insurance, provided the amount and form of coverage complies with the requirements of paragraphs J.2.1, J.2.2, J.2.3, J.2.4 and J.2.5.4.

J.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages identified in items J.2.5.2 and J.2.5.3.

J.2.6 The coverage provided by these policies shall be primary and any other insurance carried by City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

## **K. Early Termination**

K.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:

K.1.1 By mutual written consent of the parties;

K.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; and

K.1.3 By Consultant, effective upon seven days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.

K.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

K.3 If City terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against City under this Agreement.

K.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Paragraph O for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

**L. Suspension of Work**

City may suspend, delay or interrupt all or any part of the work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant. Should the City suspend, delay or interrupt the work and the suspension is not within the Consultant's control, then the City shall extend the time of completion by the length of the delay and the method of compensation shall be adjusted to reflect the Consultant's increase or decrease in its standard hourly rates.

**M. Subconsultants and Assignments**

M.1 Unless expressly authorized in Exhibit A or Paragraph I of this Agreement, Consultant shall neither subcontract with others for any of the work prescribed herein, nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from City. Work may be performed by persons other than Consultant, provided Consultant advises City of the names of such subcontractors and the work which they intend to perform and the City specifically agrees thereto. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). Except as otherwise provided by this Agreement, City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this contract without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City.

M.2 City shall have the right to let other agreements be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers or subconsultants on the project and the City so that all portions of the project may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and subconsultants and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

**N. Access to Records**

City shall have access upon request to such books, documents, receipts, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit,

examination, excerpts, and transcripts for a period of four (4) years unless within that time City specifically requests an extension. This clause shall survive the expiration, completion or termination of this Agreement.

**O. Work is Property of City**

- A. Originals or Certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing the Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.
- B. Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by City or their designees, of all work performed by Consultant pursuant to this contract without the express written permission of the Consultant.
- C. City agrees it will indemnify and hold Consultant harmless for all losses or damages that may arise out of the reuse of specific engineering designs incorporated into extensions, enlargements or other projects, without the express written permission of the Consultant.

**P. Law of Oregon**

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279 to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

**Q. Adherence to Law**

Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

**R. Modification**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

**S. Other Conditions**

S.1 Except as otherwise provided in paragraphs S.1.1, S.1.2, and S.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the project; and further, that any review or approval by the owner of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

S.1.1 Subsurface Investigations. In soils, foundation, ground water, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.

S.1.3 Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is responsible for any errors or omissions about which the Consultant knew or should have known in the information from those employees or firms employed by the Consultant under the terms of the contract as stated therein that is incorporated into the record drawings.

S.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any subsequent breach by Consultant.

**T. Integration**

This Agreement, including but not limited to Exhibits and Consultant's proposal submitted to City contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations or agreements. In case of conflict among these documents the provisions of this Agreement shall control.

**U. Miscellaneous / General**

Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this agreement as described herein.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this 19th day of November, 2001.

CONSULTANT:

Murray, Smith & Associates, Inc.  
Name of Firm

By \_\_\_\_\_  
Typed or  
Printed Name: Chris H. Uber

Title: Vice President

Mailing Address: 121 SW Salmon  
Suite 900  
Portland, OR 97204

Employer I.D. No. 93-0768555

CITY OF WILSONVILLE:

By \_\_\_\_\_  
Michael A. Stone  
City Engineer

Attest:  
\_\_\_\_\_  
Sandra C. King  
City Recorder

Address:  
30000 SW Town Center Loop East  
Wilsonville, OR 97070

Approved as to form:  
\_\_\_\_\_  
Michael E. Kohlhoff  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF ENGINEERING SERVICES**  
**FOR THE SW KINSMAN ROAD WATERLINE EXTENSION PROJECT**

**Scope of Work**

Murray, Smith & Associates, Inc. (MSA) will complete a multi-phase work program to provide preliminary engineering, final design and construction management services for the SW Kinsman Road Waterline Extension project. These phases and tasks include the following:

**Phase 1 – Preliminary Engineering Services**

Task 1.1 – Geotechnical Investigation of Existing Conditions

Task 1.2 – Subsurface Utility Engineering (SUE)

Task 1.3 – Design Surveys

Task 1.4 – Storm Drainage and Sanitary Sewer Preliminary Engineering

**Phase 2 – Final Design Services**

Task 2.1 – Final Design

**Phase 3 – Bidding and Award Services**

Task 3.1 – Bidding and Award

**Phase 4 – Construction Management Services**

Task 4.1 – Construction Administration Services

Task 4.2 – Field Observation Services

Task 4.3 – Project Completion

**Phase 1 - Preliminary Engineering Services**

Preliminary engineering services provided under this phase will include geotechnical investigations, investigation of existing utilities, and design surveys. Phase 1 efforts and work tasks are presented for two separate waterline segments. These segments include the proposed waterline on SW Kinsman Road extending from Wilsonville Road to SW Barber Street, and the proposed waterline extending northerly from the SW Kinsman Road waterline at SW Barber Street to SW Boeckman Road. The proposed tasks are outlined as follows:

***Task 1.1 Geotechnical Investigation of Existing Conditions***

Under this task, a geotechnical investigation will be completed for the proposed waterline alignment on SW Kinsman Road, and in the vicinity of existing storm drainage and sanitary sewer facilities, including up to six sub-surface borings. Available existing data on sub-surface conditions along the proposed pipeline alignment will be obtained.



### ***Task 1.2 Subsurface Utility Engineering (SUE)***

Under this task an investigation of existing sub-surface utilities will be performed. Subtasks are as follows:

*Subtask 1.2.1* - Construction records, system mapping and system schematics of the City's water system in the area of the proposed waterline will be collected and analyzed. MSA will collect, compile and review existing available data and as-constructed drawings for other utilities located in the project vicinity, including sewer, drainage, telephone, gas, electric, cable television, and communication systems.

*Subtask 1.2.2* - A meeting will be held with representatives of all utilities potentially impacted by the proposed waterline, including public and private utilities. This meeting will provide an opportunity to identify those parties whose utilities may be impacted by the project and allow City staff the opportunity to coordinate proposed construction with other planned utility improvements. As part of this effort, issues that may potentially impact construction cost and schedule will be reviewed and discussed. Following this meeting, issues needing further clarification will be identified and a process for the quick resolution of outstanding issues will be developed.

*Subtask 1.2.3* - It is anticipated that City crews and equipment may not be available for utility potholing. Work under this task includes the completion of three potholes or vacuum excavation technology boreholes for the purposes of confirming the location of existing underground utilities. The budget presented in Exhibit C reflects that this work will be completed by private contractors.

### ***Task 1.3 Design Surveys***

Work under this task includes conducting topographic field surveys of the waterline alignments within public right-of-way and private property along the proposed routes. These surveys will identify right-of-way and roadway limits, existing aboveground utilities and other structures, existing underground utilities as located by the utility owners, large trees, ground topography and other features which may have a bearing on the pipeline alignment and design. Preliminary design plans will be developed for each alignment, identifying existing topographic features, existing utilities and proposed horizontal pipeline alignments. The staff hour and fee budget for this item represents a budget based on survey services required for each of the following waterline sections:

*Subtask 1.3.1* - Design survey for waterline alignment along SW Kinsman extending from Wilsonville Road to SW Barber Street.

*Subtask 1.3.2* - Preliminary design survey for waterline alignment extending from SW Barber Street to SW Boeckman Road.

*Subtask 1.3.3* - Preliminary design surveys for storm drainage and sanitary sewer systems along SW Barber Street from SW Kinsman Road to the railroad crossing.

*Subtask 1.3.4* - Preliminary design surveys for sanitary sewer along an east-west alignment approximately 400 feet east of SW Kinsman Road in an approximate alignment with SW Evergreen Road

*Subtask 1.3.5* - Preliminary design surveys for and sanitary sewer along an east-west alignment approximately 400 feet west of SW Kinsman Road in an approximate alignment with SW Evergreen Road. It is anticipated that City crews will be available to compress existing blackberry bushes in the area of the survey.

### ***Task 1.4 – Storm Drainage and Sanitary Sewer Preliminary Engineering***

Under this task existing storm drainage and sanitary sewer systems will be evaluated and the need for improvements to these systems will be determined. This effort will include a review of existing systems in the vicinity, a review of the City's storm drainage and sanitary sewer system master plans and consultations with City staff. Through this effort improvements will be identified for the following locations:

- SW Kinsman Road from Wilsonville Road to SW Barber Street
- SW Barber Street from SW Kinsman Road easterly to the railroad crossing
- Approximately 400 feet east and 400 feet west of SW Kinsman Road in an approximate alignment with SW Evergreen Road

The need for and extent of improvements will be based upon a review of the City's existing storm drainage and sanitary sewer system master plans, survey data gathered as part of Task 1.3 and City staff input and review. Also to be completed, as part of this task will be a determination of design and construction management services needed to complete recommended improvements.

### **Phase 2 – Final Design Services**

Final design services for the proposed waterline on SW Kinsman Road extending from Wilsonville Road to SW Barber Street will be provided under this phase. Work tasks include completion of final project designs, preparation of plan and profile drawings and detail drawings, completion of construction cost estimates, preparation of contract documents for public bidding of the construction of the waterline project and support the City process for early procurement of pipeline materials. The proposed tasks are outlined as follows:

#### ***Task 2.1 Final Design***

Work under this task includes the preparation of final plans, specifications, construction cost estimates and construction bidding documents for approximately 2,700 linear feet (lf) of 48-inch diameter steel waterline and 40-foot wide roadway surface reconstruction along SW Kinsman Road extending from Wilsonville Road to SW Barber Street. If required, storm drainage and sanitary sewer system design services will be added to this task following the completion of Task 1.4. Project design subtasks include:

*Subtask 2.1.1* - Prepare plans, profiles and details of water system pipelines, connections, equipment, structures and roadway resurfacing design. Waterline designs and specifications will be developed based on the use of fabricated steel pipe materials. All project plans will conform to established City standards and other standards of the industry as may be appropriate. It is anticipated that the plans will be drawn at a 1 inch equals 20 feet or 1 inch equals 30 feet scale.

*Subtask 2.1.2* - Review plans and specifications with City staff at the 30, 60 and 90 percent levels of design completion.

*Subtask 2.1.3* - Under this task direction and coordination of early procurement of pipeline materials will be completed. It is anticipated that these efforts will commence at the 90 percent completion level of the subtask 2.1.2.

*Subtask 2.1.4* - Prepare the technical specifications and contract documents necessary for bidding under public procurement procedures using City of Wilsonville standard documents based on American Public Works Association (APWA) standards.

*Subtask 2.1.5* - Prepare estimates of final quantities of materials and the probable construction cost to compare to bids for construction by private contractors

*Subtask 2.1.6* - Review final designs and draft contract documents with City staff. Make final revisions and at City's request.

*Subtask 2.1.7* - Print and bind up to 50 sets of contract documents for distribution to bidders and other interested parties. One set of full size (22" x 34") velum reproducible drawings (final stamped plans) will be provided for City use. One-half size drawing prints (11" x 17") will be provided for publication in the contract documents.

### **Phase 3 – Bidding and Award Services**

Bidding and award services for the proposed waterline on SW Kinsman Road extending from Wilsonville Road to SW Barber Street will be provided under this phase. Work tasks include preparation of bid advertisement, distribution of contract documents, attending the bid opening, evaluation of bids and recommendation of award of contract. The proposed tasks are outlined as follows:

#### ***Task 3.1 Bidding and Award***

Under this task, assistance will be provided to the City during the project bidding and award process. Subtasks include:

*Subtask 3.1.1* - Prepare an advertisement and arrange for publication in the appropriate media. Advertisement costs will be paid by the City.

*Subtask 3.1.2* - Distribute the contract documents to the appropriate plan centers.

*Subtask 3.1.3* - Distribute the contract documents to prospective bidders, subcontractors, equipment suppliers and other vendors upon request. A deposit or non-refundable fee may be charged. Any non-refundable fees collected by MSA will be credited to the City's account.

*Subtask 3.1.4* - Maintain a list of plan holders.

*Subtask 3.1.5* - Respond to questions of bidders, subcontractors, and other vendors regarding the project and the plans and specifications. Maintain a written record of any communications regarding any questions.

*Subtask 3.1.6* - Review and act upon any submittals received as required by any pre-bid submittal process.

*Subtask 3.1.7* - Prepare and issue any addenda as necessary to clarify the contract documents.

*Subtask 3.1.8* - Attend the bid opening. Assist the City with the evaluation of the bids and prepare a written bid summary document. Provide a written recommendation of award for the construction contract.

#### **Phase 4 – Construction Management Services**

MSA proposes to provide construction management services specifically structured for a project of this size and type including construction administration, field observation and preparation of record drawings for the proposed waterline on SW Kinsman Road extending from Wilsonville Road to SW Barber Street. The proposed tasks are outlined as follows:

##### ***Task 4.1 Construction Administration Services***

Work under this task includes coordinating the preconstruction conference, reviewing and approving submittals and assisting the City with progress payments and administration of the construction contract. Subtasks include:

*Subtask 4.1.1* - Prepare an agenda and invitation list for a pre-construction conference and consult with the City staff regarding the conference details.

*Subtask 4.1.2* - Conduct a pre-construction conference, prepare a conference summary and distribute the summary to all conference attendees.

*Subtask 4.1.3* - Receive and review shop drawings and other technical submittals such as equipment, materials of construction, and laboratory test results. Consider and evaluate any alternatives or substitutions proposed by the contractor.

*Subtask 4.1.4* - Receive and review other submittals of the contractor including construction schedules, shop drawing/submittal schedules, and other submittals required by the contract documents.

*Subtask 4.1.5* - Review the contractor's monthly requests for progress payments and recommend the appropriate amount to the City for payment to the contractor. Payment recommendations will be based upon the approved breakdown of the contractor's lump sum contract amount and unit price quantities.

*Subtask 4.1.6* - Provide clarification of the contract documents to the contractor based upon the contractor's written requests for clarifications, verbal requests or as the need otherwise arises. Prepare written responses and drawings or sketches as necessary to the contractor to clarify the contract documents.

*Subtask 4.1.7* - Provide services related to change orders. These include preparation of change order proposal description and justification documentation, assistance with negotiation of the change with the contractor, making recommendations to the City regarding any change orders, and processing the formal change order documents.

#### ***Task 4.2 Field Observation Services***

Under this task, construction observation services will be provided during project construction. For budgeting purposes it is assumed that project construction will take approximately 90 calendar days to complete and that observation will be provided for approximately 75 percent of the time that construction activities are in progress, resulting in approximately 360 hours of field observation time. The on-site or field representative assigned will measure and record quantities, maintain daily observation reports, and with MSA office support, assist with the resolution of technical issues that arise during construction. Work under this task also includes conducting the final inspection of the project, coordination for final testing and startup of the facilities and assisting the contractor with construction surveying as needed. Subtasks include:

*Subtask 4.2.1* - Prepare for and conduct periodic meetings on the job site with the contractor. Generally, the meetings will be weekly or biweekly when significant construction work is underway. The purpose of these meetings is to identify field problems and other issues regarding the project as well as reviewing the project progress versus the project schedule.

*Subtask 4.2.2* - Prepare and submit a monthly project status report to the City that includes weekly construction progress reports to be required of the contractor. Each monthly report by MSA will include schedule status, progress payment and budget status, project photos, change order status and potential problems or claims descriptions. The report will be presented by MSA to the City if desired. Up to 10 copies of the report will be submitted.

*Subtask 4.2.3* - Notify the City of any potential or actual claims or protests of the contractor. Coordinate with the City staff and legal counsel as necessary regarding these matters.

*Subtask 4.2.4* - Prepare for and conduct a final inspection of the project with representatives of the City. Prepare a "punch list" of items of work remaining to achieve final completion of the project and to prepare for City acceptance. Recommend procedures and timing of acceptance of the project. Advise the City and the contractor of the dates for any warranty periods as established in the contract documents.

*Subtask 4.2.5* - Provide on-site construction observation. The on-site representative assigned by MSA will provide daily monitoring of the construction work. The representative will prepare periodic written reports on the construction activities at the site, maintain a diary of his or her activities, decisions, discussions with the contractor and other observations, conduct the periodic on-site meetings with the contractor, document the pre-construction conditions

and construction work by photograph and/or video tapes, coordinate the delivery of any materials or equipment to be delivered to the City, witness any factory or off-site testing as may be necessary, and other work as assigned by MSA.

*Subtask 4.2.6* - Construction surveys will be completed only to the extent necessary to set an elevation reference point and control points for the contractor. The contractor will be responsible for the detailed surveys necessary to complete the construction work.

*Subtask 4.2.7* - Maintain files and document tracking system throughout the entire project.

*Subtask 4.2.8* - Coordinate with the contractor and the City for final testing and startup of the facilities.

### ***Task 4.3 Project Completion***

Work under this task includes preparation of record drawings and the completion of a tie-in survey. Subtasks are as follows:

*Subtask 4.3.1* - Complete a survey at the conclusion of construction activities to tie the new facilities to the City's existing utilities. 8 hours of survey crew time is budgeted for this effort.

*Subtask 4.3.2* - Prepare record drawings of the project based upon the tie-in survey and as-built data submitted by the contractor and completed by MSA's field representative. The drawings will be submitted to the City as mylar record drawings and as digital record drawings in AutoCad format. Maintain files and document tracking system throughout the entire project.

### **Budget**

Proposed task item fee budgets are tabulated and presented on the attached Exhibit "C". It is proposed that the above-described work be accomplished on a time and expenses basis with the combined budgeted amount of all tasks not to be exceeded without prior authorization of the City. Fee budgets for Phase 1 services are broken down by subtask to reflect separate services for each of the two waterline extension alignments. Fee budgets for Phase 2, Phase 3 and Phase 4 services are broken down by task reflecting services for the single waterline extension alignment on SW Kinsman Road. MSA's current fee schedule is attached as Exhibit "D".

### **Project Schedule**

As part of subtask 2.1.3 an updated project schedule will be completed to include consideration of an accelerated materials procurement effort. It is currently anticipated that the preliminary and final design for proposed improvements will be completed by March 1, 2002 and construction of the proposed improvements will be completed by October 15, 2002.

## Specialty Subconsultants

Subconsultants will be used for specialty geotechnical and surveying services. Proposed subconsultants intended for completing these activities are as follows:

*Geotechnical Engineering*    Geotechnical Resources Inc.  
Contact: Dwight Hardin, P.E., Principal  
9725 SW Beaverton-Hillsdale Highway, Suite 140  
Portland, OR 97005-3364  
503.641.3478

*Surveying*    DeHaas & Associates, Inc.  
Contact: Marlin DeHaas, P.E., President  
9450 SW Commerce Circle, Suite 300 – AGC Center  
Wilsonville, OR 97070  
503.682.2450





**EXHIBIT "B"**  
**ITEMS TO BE PROVIDED BY THE CITY OF WILSONVILLE**

1. Record drawings of existing improvements where available.
2. Boilerplate for construction documents on computer disk.
3. Assist with coordination and correspondence with utility companies.
3. Construction permits.
4. Lead City efforts for early procurement of pipeline materials
5. Conduct bid opening, contractor selection and construction contract award.
6. Construction contract administration services not provided by consultant.

**EXHIBIT "C"**  
**ITEMIZED TASK AND BUDGET SUMMARY**

<u>Phase, Task and Description</u>	<u>Fee Budget</u>
Phase 1 – Preliminary Engineering Services	
Task 1.1 – Geotechnical Investigation of Existing Conditions	13,700
Task 1.2 – Subsurface Utility Engineering (SUE)	
1.2.1 – Existing Document Collection and Review for SW	3,000
1.2.2 – Existing Utility Meeting and Coordination	1,500
1.2.3 – Utility Potholing	4,900
Task 1.3 – Design Surveys	
1.3.1 – Design Survey for SW Kinsman Road Waterline	8,500
1.3.2 – Preliminary design survey for waterline from SW Barber Street to SW Boeckman Road	6,500
1.3.3 – Storm and Sanitary Sewer Preliminary Design Surveys SW Barber Street to the railroad crossing	3,300
1.3.4 – Sanitary Sewer Preliminary Design Surveys Along Approximately 400 Feet East of SW Kinsman Road	2,600
1.3.5 – Sanitary Sewer Preliminary Design Surveys Along Approximately 400 Feet West of SW Kinsman Road	5,900
Task 1.4 – Storm and Sanitary Sewer Preliminary Engineering	3,300
Phase 2 – Final Design Services	
Task 2.1 – Final Design	85,000
Phase 3 – Bidding Services	
Task 3.1 – Bidding and Award	6,500
Phase 4 – Construction Management Services	
Task 4.1 – Construction Administration Services	17,000
Task 4.2 – Field Observation Services	45,000
Task 4.3 – Project Completion	
4.3.1 – Tie-in Survey	1,200
4.3.2 – Prepare Record Drawings	5,000
	5,000
Total Estimated Fees	\$212,900

EXHIBIT "D"



2001 SCHEDULE OF CHARGES

**Personnel:**

Senior Principal	\$128.00
Principal	120.00
Associate	108.00
Senior Engineer	98.00
Engineer VII	92.00
Engineer VI	86.00
Engineer V	82.00
Engineer IV	78.00
Engineer III	74.00
Engineer II	70.00
Engineer I	66.00
Senior Technician	78.00
Technician	65.00
Junior Technician	52.00
Administrator	58.00
Clerical	46.00

**Project Expenses:**

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Computer Aided Design and Drafting System	\$10.00/hr
Mileage	\$0.35/mile
Long Distance Telephone	At Cost
Lodging and Subsistence	At Cost
Postage	At Cost
Printing and Reproduction	At Cost

**Outside Services:**

Outside technical, professional and other services will be invoiced at actual cost plus 10 percent to cover administration and overhead.

**ENGINEERING DEPARTMENT**  
**STAFF REPORT & RECOMMENDATION**

**DATE:** November 19, 2000

**TO:** Honorable Mayor and City Councilors

**FROM:** John Michael  
Engineering Associate

**SUBJECT:** Professional Services Agreement with Murray, Smith & Associates, Inc., for the Kinsman Transmission Main Phase 1 (Project No. 530-49130-5000-348)

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**SUMMARY**

As part of the water treatment plant project, a finished water pipeline was constructed to the intersection of Wilsonville Road and Kinsman Road. The Kinsman Transmission Main Phase 1 project involves the design and construction of a finished water pipeline extension from Wilsonville Road to Barber Street along Kinsman Road concurrent with the Kinsman Road Reconstruction project. This agreement with Murray, Smith & Associates, Inc., would provide the required engineering design services.

**RECOMMENDATION**

Staff respectfully recommends that the City Council adopt Resolution No. 1741, thereby authorizing the City Engineer to sign a professional services agreement with Murray, Smith & Associates, Inc., in the amount of \$212,900.

**DISCUSSION**

With the completion of the finished water pipeline from the water treatment plant, the Kinsman Transmission Main Phase 1 extends the water pipeline along Kinsman Road to improve and enhance water delivery to the district and the community. Phase 1 of the project will connect the finished water pipeline to the 14-inch water line in Barber Street. Phase 1 also includes surveying and preliminary engineering design preparatory to a subsequent phase, that of extending the waterline from Barber Street to Boeckman Road. Due to the size and nature of the waterline installation, the Kinsman Road Reconstruction project will run concurrently with the waterline project. Waterline and street improvements are scheduled for completion by September of 2002. To facilitate the early procurement of the pipeline material, so that the pipe will be ready in time for the start of construction beginning April of 2002, engineering design and construction must be expedited and staff has selected the firm of Murray, Smith & Associates, Inc., to provide design services and construction management for this project.

Murray, Smith & Associates, Inc., gained extensive knowledge of the finished water pipeline by working with Montgomery Watson on the original designs. They have extensive large diameter pipeline experience from design to construction administration to inspection. This project is a logical continuation of their earlier work, as extensive coordination is needed for underground utility work, rebuilding Kinsman Road and working with the businesses along Kinsman Road to lessen the impacts due to the construction.