

**RESOLUTION NO. 2707**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WALLIS ENGINEERING FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE CHARBONNEAU UTILITY REPAIR: FRENCH PRAIRIE DRIVE PHASE II AND OLD FARM ROAD PHASE I PROJECT (CAPITAL IMPROVEMENT PROJECT #1500, #2500, #4500, AND #7500).**

WHEREAS, the City of Wilsonville (“City”) has planned and budgeted for water, sewer, street, and stormwater infrastructure replacement and/or rehabilitation in the Charbonneau District under CIP #1500 – Water Ops Allocation to Charbonneau, CIP #2500 – Sewer Operations Allocations to Charbonneau, CIP #4500 – Street Maintenance Allocation to Charbonneau, and CIP #7500 – Stormwater Ops Allocation to Charbonneau (“Projects”); and

WHEREAS, the City solicited Requests for Proposals (RFPs) from qualified consulting firms in compliance with the City of Wilsonville Municipal Code and Oregon public contracting laws to assist the City with the foregoing Projects; and

WHEREAS, Wallis Engineering submitted a proposal for the Project on August 29, 2018 and was subsequently evaluated by a City selection committee and determined to be the most qualified consultant to perform the work; and

WHEREAS, the Professional Services Agreement stipulates the consultant will be paid on a time and materials basis not to exceed Six Hundred Thirty Eight Thousand Thirty Two Dollars and Eight Cents (\$638,032.08).


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

1. The procurement process for the Projects duly followed Oregon Public Contracting Rules and the Wilsonville Municipal Code.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to execute a Professional Services Agreement in the amount of Six Hundred Thirty Eight Thousand Thirty Two Dollars and

Eight Cents (\$638,032.08) in substantially similar form to **Exhibit A** attached hereto and incorporated herein.

3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15<sup>th</sup> day of October 2018, and filed with the Wilsonville City Recorder this date.

  
Tim Knapp, Mayor

ATTEST:

  
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

Attachments:

Exhibit A Professional Services Agreement – Charbonneau Utility Repair: French Prairie Drive Phase II and Old Farm Road Phase I (CIP #1500, #2500, #4500, and #7500)

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT  
CHARBONNEAU UTILITY REPAIR:  
FRENCH PRAIRIE DRIVE PHASE II/OLD FARM ROAD PHASE I  
(#1500/#2500/#4500/#7500)**

This Professional Services Agreement (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2018 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Wallis Engineering, PLLC**, a Washington professional limited liability company (hereinafter referred to as “Consultant”).

**RECITALS**

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

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Term**

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder (“Services”) are completed and accepted, or no later than June 30, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

**Section 2. Consultant’s Services**

2.1. Consultant shall diligently perform the design and construction Services according to the requirements and deliverable dates identified in the Scope of Work, attached hereto as **Exhibit A** and incorporated by reference herein, for the Charbonneau Utility Repair: French Prairie Drive Phase II/Old Farm Road Phase I Project (“Project”).

2.2. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant which do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon

by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant's Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

2.3. Consultant will not be deemed to be in default by reason of delays in performance due to reasons beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

2.4. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

2.5. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to work on the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

### **Section 3. Compensation**

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed SIX HUNDRED THIRTY-EIGHT THOUSAND THIRTY-TWO DOLLARS AND EIGHT CENTS (\$638,032.08) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

3.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 15**.

3.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

## **Section 4. City's Rights and Responsibilities**

4.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

4.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2018-19. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in Section 13.

## **Section 5. City's Project Manager**

The City's Project Manager is Matt Palmer. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

## **Section 6. Consultant's Project Manager**

Consultant's Project Manager is David Brokaw. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

## **Section 7. Project Information**

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those 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 newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

## **Section 8. 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 Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the 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 the City's rights.

## **Section 9. Subcontractors and Assignments**

9.1. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. The City hereby agrees that Consultant will contract with Scott Pipeline Video, Inc. (d/b/a Pacific Int-R-Tek) to provide its TV inspection of sewer/storm pipeline services, AKS Engineering and Forestry, LLC to provide its survey services, and GeoDesign, Inc. to provide its pavement design services, which are a critical part of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

9.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

## **Section 10. Consultant Is Independent Contractor**

10.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

10.2. Consultant has requested that some consulting Services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not

utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

10.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 10** and meet the same insurance requirements of Consultant under this Agreement.

## **Section 11. Consultant Responsibilities**

11.1. Consultant shall make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement, as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the subcontractor furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

11.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings 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 defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit A** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

11.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, 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.

11.4. References to "subcontractor" mean a subcontractor at any tier.

## Section 12. Indemnity and Insurance

12.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from 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 or reckless misconduct 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 the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 12.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

12.2. Standard of Care. In the performance of professional services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the 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 of this Agreement and within the prescribed timeframe.

12.3. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies of insurance maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

12.3.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed



Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

12.3.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years thereafter.

12.3.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

12.3.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that 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 under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

12.3.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

12.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be

provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

12.3.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

12.4. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

### **Section 13. Early Termination; Default**

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

13.1.1. By mutual written consent of the parties;

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

13.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

13.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the 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, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in

good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

13.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, 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 the City under this Agreement.

13.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 17**, for which Consultant has received payment or the City has made payment.

#### **Section 14. Suspension of Services**

The City may suspend, delay, or interrupt all or any part of the Services 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 Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

#### **Section 15. Modification/Addendum**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 3** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement 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, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

## **Section 16. Access to Records**

The 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 the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

## **Section 17. Property of the City**

17.1. 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 the City and shall be delivered to the 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 the City upon request without additional compensation. Upon the City's approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing 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.

17.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

## **Section 18. Notices**

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City:                      City of Wilsonville  
                                         Attn: Matt Palmer, Civil Engineer  
                                         29799 SW Town Center Loop East  
                                         Wilsonville, OR 97070

To Consultant:              Wallis Engineering, PLLC  
                                         Attn: David Brokaw  
                                         215 W 4<sup>th</sup> Street, Suite 200  
                                         Vancouver, WA 98660

## Section 19. Miscellaneous Provisions

19.1. Integration. This Agreement, including all exhibits attached hereto, 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.

19.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

19.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

19.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), 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 that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

19.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules 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.

19.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

19.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

19.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

19.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

19.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

19.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

19.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

19.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

19.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

19.15. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

19.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

19.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether

judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

19.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

19.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

19.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

**CONSULTANT:**

**CITY:**

WALLIS ENGINEERING, PLLC

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, Asst. City Attorney  
City of Wilsonville, Oregon

**EXHIBIT A: SCOPE OF WORK  
WALLIS ENGINEERING**

**CHARBONNEAU UTILITY REPAIR  
CITY OF WILSONVILLE**

October 2018  
WE#1468A

**PROJECT DESCRIPTION**

The Charbonneau District within the City of Wilsonville was developed in the early 1970's as part of a planned community, and the area's infrastructure is prematurely approaching the end of its useful design life. In 2014, the Charbonneau Consolidated Improvement Plan (CCIP) assessed the condition of the utility and road conditions, estimated the total capital outlay needed to bring this area up to its current service standards, and prioritized the improvements over a 20 year planning period. This project will construct improvements based on the condition and noted priorities for the French Prairie Drive Phase II and Old Farm Road Phase I identified in the CCIP and as shown on Attachment A.

**SPECIFIC SCOPE OF WORK**

- Phase 1: Preliminary Engineering & Design
- Phase 2: Design & Bidding Assistance – French Prairie Drive Phase II
- Phase 3: Construction Support – French Prairie Drive Phase II
- Phase 4: Design & Bidding Assistance – Old Farm Road Phase I
- Phase 5: Construction Support – Old Farm Road Phase I

**SUBCONSULTANTS**

<b>Subconsultant</b>	<b>Discipline</b>	<b>Task(s)</b>	<b>Referenced Exhibit</b>
Pacific Int-R-Tek	Pipeline Video Inspection	1.3	C1
GeoDesign, Inc.	Geotechnical Engineering	1.4, 1.9	C2
AKS	Survey	1.5, 1.6, 1.7, 1.8, 3.2 5.2	C3

**TASK 0.1 – PROJECT MANAGEMENT**

Wallis Engineering will provide project management for work associated with this Project, including managing Wallis Engineering's staff and any sub-consultants. Wallis Engineering will schedule and coordinate work with the City's Project Manager. Wallis Engineering will communicate with the City the Project work status on a regular basis and project issues as concerns arise. Wallis Engineering will also provide quality assurance such that all deliverables have been peer reviewed prior to submittal to the City.



Wallis Engineering will prepare monthly progress reports accompanied by progress billings, as well as monitor work tasks, budgets and schedule. Monthly progress billings are subject to City review and approval.

Wallis Engineering will prepare a detailed Project schedule that includes each task and subtask and key project milestones. Wallis Engineering will update the Project schedule as changes to task timeframes occur.

***Task 0.1 Assumptions***

- This contract will include bidding, construction and project closeout (June 2019 – June 2020).

***Task 0.1 Deliverables***

- Monthly progress reports indicating percent complete during billing period and total to date per task and subtask.
- MS Project Schedule and updates as needed.
- Monthly progress billings on a time and materials basis per task and subtask

**PHASE 1: PRELIMINARY ENGINEERING & DESIGN**

***Task 1.1 – Project Information Review***

The City will provide Wallis Engineering with the following information in electronic format prior to the Project Kick-Off Meeting for their review.

- City of Wilsonville 2015 Public Works Standards and detail drawings.
- Charbonneau Consolidated Improvement Plan.
- As-built/Record Drawing information, as available.
- Previous video inspections of all sanitary sewer and storm sewer pipe segments.
- Master plan flow projections and calculations for storm collection system.
- Other pertinent information requested by Wallis Engineering, as available.

***Task 1.2 – Project Team Meetings***

Wallis Engineering will schedule, facilitate, and prepare agendas, meeting materials, and minutes for up to two (2) Project team meetings:

- Project kick-off meeting
- Pipeline inspection & connection/cross-connection verification summary meeting

***Task 1.2 Assumptions***

- Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.
- Wallis Engineering will not be required to attend any City Council meetings.

***Task 1.2 Deliverables***

- Project team meeting agendas and meeting materials two (2) business days prior to meeting date.
- Project team meeting minutes.

***Task 1.3 – Pipeline Video Inspection & Connection/Cross-Connection Verification.***

Wallis Engineering and Pacific Int-R-Tek will coordinate with the City to discuss the process by which pipeline lateral connections/cross-connections and the associated property(s) or structure(s)

being serviced will be determined, as well as the extents of the video inspection work. Wallis Engineering will document the portion of the work to be performed by Pacific Int-R-Tek and that which is the responsibility of the City.

Pacific Int-R-Tek will clean and conduct a video inspection of each section of utility pipeline (sewer and storm), including the first 20 LF of all immediate upstream and downstream pipe sections, within the two project areas as identified in Attachment A in accordance with Wilsonville Public Works Standards (Section 401.6.02).

Pacific Int-R-Tek will also locate and inspect sewer laterals to the right-of-way. Pacific Int-R-Tek will identify the location of all service lateral connections and the property(s) or structure(s) to which service is provided through the use of a lateral camera launched from the main.

To confirm and eliminate cross connections in the City's systems, Pacific Int-R-Tek will smoke test each section of sewer pipeline (to identify storm drains that are connected to sewer pipelines). Dye tests will be performed on an as-needed basis to assess project areas where the source of a lateral cannot be identified, or other instances where the flow path must be confirmed. Door hangers will be utilized to notify of smoke and dye testing and throughout the construction phase to notify residents of activities or anticipated access and service interruptions. As part of the design effort, any discovered cross connections will be corrected.

Inspection will include photographing, and documenting each manhole from the surface for structural deficiencies, infiltration, or hydrogen sulfide corrosion. See Exhibit C1 for Pacific Int-R-Tek scope of services, deliverables and assumptions.

### ***Task 1.3 Assumptions:***

- Up to 11,100 LF of total mainline inspection and cleaning is assumed.
  - 4,800 LF of sanitary sewer mainline (< 15" dia.)
  - 2,800 LF of storm sewer mainline (< 15" dia.)
  - 3,500 LF of storm sewer mainline (15"-30" dia.)
- Up to 52 sanitary laterals and 28 storm laterals will be located and inspected.
- Traffic control setup is included.
- Disposal dump fees are included.
- Video inspection will be conducted in accordance with Wilsonville Public Works Standards (Section 401.6.02.d).
- Up to three passes with a high pressure jetter will be sufficient. The City will be notified if any additional cleaning is needed.
- The City will provide Pacific Int-R-Tek with a hydrant meter for water access as needed for pipe cleaning. Pacific Int-R-Tek will be responsible for any deposit required to take possession of the meter.
- The City will provide a map with manhole and inlet identification numbers that will be used to identify structures in the report.
- Laterals that are obstructed by roots, pipe collapse, debris, or capped will be inspected to the extent possible.
- The City will handle all public involvement tasks associated with smoke and dye testing including advanced public notifications, coordination with residents during dye testing and preparation and distribution of door hangers.
- Video inspection required to document dye testing results assumed limited to one (1) day.
- No right-of-way permits required for video inspection services.
- Pacific Int-R-Tek to provide traffic control needed for video inspection services. No flagging assumed required.

### ***Task 1.3 Deliverables:***

- An existing conditions map of each project area; noting pipe deficiencies, active and capped laterals, manhole condition, and items that require further investigation.
- Video inspection recorded in color on a DVD or USB flash drive format and written inspection report for each section of utility pipeline.
- Preliminary layout of all utility pipeline connections, identifying each property or structure served, including identification of connections abandoned or capped.
- Smoke and dye testing report.

### ***Task 1.4 - Geotechnical Investigation***

Geodesign will provide pavement investigation and analysis and pavement design services for street improvements for both projects. Wallis engineering and Geodesign will walk the project site to identify section of pavement for full depth repair during construction. See attached GeoDesign, Inc. scope of services Exhibit C2 for additional details.

### ***Task 1.4 Assumptions***

- Geotechnical investigation work limited to pavement design recommendations. No testing will be done to inform utility work.
- City to provide traffic counts appropriate for pavement design
- Pavement designs are to 20 year design life.
- Anticipated improvements limited to grind and inlays, overlays or surface treatments.
- Geotechnical testing/boring required for pipe bursting designs not included at this time and would be a supplemental task if needed.

### ***Task 1.4 Deliverables***

- Geotechnical Report, as needed

### ***Task 1.5 - Topographic Survey***

AKS Engineering and Forestry (AKS) will provide topographic survey mapping. Prior to commencement of any work we will review individual site mapping needs to avoid unnecessary work while ensuring that all legal requirements are met. Close consideration will be given to; areas that actually need accurate property line and right-of-way line locations, what procedures will obtain reliable record easement documents in non-street areas, and identifying monuments within the proposed project area that may be subject to disturbance.

Topographic surveying services for each of the two (2) project areas (Attachment A) will extend to the edge of property and easement boundaries within roadways and public easements. The extent of the survey work will be limited to areas within the project limits on French Prairie Drive, Old Farm Road and Arbor Glen Court over water line replacement areas. Any additional survey required to complete the design is included in 1.6 Additional Topographic Survey (Contingency Task) See Exhibit C3 for survey scope of services, deliverables and assumptions.

At a minimum, and where required, surveying will include the following:

1. Establishing a horizontal and vertical survey control network
2. Reference the network and all mapping to City of Wilsonville approved vertical datum, NAVD 88 Datum.
3. Surveying and preparing a map showing the following:
  - (a). Locations, rim elevations, and pipe invert elevations for all sanitary and storm structures within the project area.

- (b). Locations and top of valve nut elevations for water valves, locations and box rim elevations for meter boxes, hydrants, blow-offs, air releases, and all other appurtenances.
  - (c). Utility poles and overhead wires, including heights
  - (d). Located underground utilities and associated appurtenances and valves, and irrigation systems
  - (e). Edge of pavement and top face of curb
  - (f). Fences, mailboxes, street lights, trees, and other street side structures
  - (g). Striping and signage
  - (h). Sidewalk, curb ramps, and driveways
  - (i). Other important topographic features
4. Survey data will be compiled in digital format and a digital terrain model will be created which can be used for design purposes.

#### ***Task 1.5 Assumptions***

- GIS information provided by the City will be used to show the approximate right-of-way aligned with any property monuments found.
- Survey will be limited to 15 feet beyond the edge of pavement or curb line.
- The City will obtain right-of-entry as needed for survey work.

#### ***Task 1.5 Deliverables***

- Digital terrain model (DTM) in AutoCAD DWG format complete with all external references such that the DTM is fully usable by the City without and additional software or reference data.
- Survey and base map, as needed.

#### ***Task 1.6 - Contingent Topographic Survey***

Should additional topographic survey be required, this scope includes all field and post processing work required for five (5) days of field mobilization of the project surveyor. This work will be performed by AKS only when approved by the city.

#### ***Task 1.7 - Easements***

Up to two easements will be provided as part of the project scope. Cost includes provision of two legal descriptions and exhibit maps by AKS. Wallis Engineering will provide all line work for easement locations.

#### ***Task 1.8 - "Pre" and "Post" Construction Record of Survey***

AKS to provide a pre and post construction record of survey to cover all monuments potentially disturbed by construction. Area of ROS to include all monuments within improvement limits as shown on Attachment .

#### ***Task 1.8 Assumptions***

- Fee does not include resetting of monuments post construction.
- Include costs of filing fees as appropriate.

#### ***Task 1.8 Deliverables***

- Pre-Construction Record of Survey
- Post-Construction Record of Survey

### ***Task 1.9 – 60% Design Documents***

Wallis Engineering will prepare a complete set of 60% design plans and cost estimate for both French Prairie Drive Phase II and Old Farm Road Phase I. Design plans will address the following design elements:

***Sewer and Storm Rehabilitation:*** Selection criteria for utility rehabilitation alternatives will be established in collaboration with City staff. This will include maximum allowable dimensions for bellies and offset joints, lateral reinstatement preferences, and minimum clearances needed for inspection equipment. The use of styrene free resins will be evaluated with regards to the needs of this project, as will methods of reducing the potential risk associated with styrene based resin. Wallis Engineering will review the benefits and limitations of available trenchless rehabilitation methods to ensure a good fit and that the final product meets the needs of the City. A total of 3100 LF of sanitary sewer pipe, 5,300 LF of storm sewer pipe, 30 sanitary sewer laterals, 23 storm sewer laterals, 14 sanitary sewer structures, and 61 storm sewer structures will be assessed for rehabilitation or replacement.

***Sewer and Storm Replacement:*** Wallis Engineering will design replacements for pipes that require upsizing or relocation, or that have structural defects not compatible with trenchless rehabilitation. Pipe replacement will generally be by traditional open trench construction, with reconnection and reconstruction of active laterals within the roadway.

***Water Replacement:*** Wallis Engineering will design water system replacement for the Old Farm Road project, assuming reconnection of all water meters, valves and hydrants. At total of 800 LF of water mainline will be replaced. 25 water meters and two (2) hydrants will be reconnected.

***Pavement Rehabilitation:*** Preliminary design plans will incorporate recommendations from the geotechnical report (if needed) to identify limits of improvements and constructions impacts. Per the CCIP, the existing pavement within the project limits has some sections requiring full rehabilitation and some noted as candidates for grind and inlay or thin lift overlays. Wallis Engineering and GeoDesign will identify the most appropriate pavement repair and rehabilitation strategies for each street, based on City decision factors. Previous projects have noted pavement sections which are too thin to accommodate grind and inlay methods and it will be important to field verify existing conditions to ensure that the proposed design is constructible. Wallis Engineering will identify and address impacts of the work on utility structures, curbs and gutters, areas of existing surface water ponding, or any required cross slope modifications. There are also four (4) asphalt trail connections to the existing roadway within the project limits; ADA compliant ramps will be designed at these connections as necessary.

***Private Property Impacts:*** Previous utility projects within Charbonneau had some private property impacts. We will carefully identify these impacts on the project plans, and provide accurate estimates for this work. The City's arborist will review the proposed improvements, and assess the impacts on trees. Wallis Engineering will use this information to tailor improvements and construction methods to minimize impact on trees.

***Cost Estimates:*** Cost estimates will be based on historic construction cost data from Wallis Engineering, bid results or negotiated change order costs from similar projects, quotes from suppliers, and discussions with contractors to gauge competition. The costs of permits will be based on the actual cost of fees from the reviewing agency plus additional cost for professional services needed to prepare the applications. Costs for property acquisitions will be based on actual land values recorded by Clackamas County and supplemented with tree value estimates by the City's arborist in the event that trees will be removed. It is understood that the City will take the lead on property acquisition if needed.

**Traffic Control Requirements:** Wallis Engineering will address temporary traffic control during construction, with special attention to traffic impacts during construction of the French Prairie Drive Phase II project. This work item presents considerable risk to contractors, which can result in higher costs for the City. Our contract documents will focus on being clear and reducing this risk without adding additional costs to the City. If necessary, Wallis Engineering will prepare detailed traffic control plans that give the contractor the ability to do the work cost-effectively, allow for access, and minimize impacts to traffic and the public.

At a minimum, the 60% plan sets must include the following:

Sheet Type	French Prairie Dr	Old Farm Rd
Cover Sheet	1	1
Legend and Construction Notes	1	1
Existing Conditions Plan	4	4
Temporary Protection and Direction of Traffic	2	2
Demolition and Erosion and Sediment Control	4	4
Sanitary Bypass Plan and Details	2	2
Sanitary Plan and Profile	4	4
Storm Drainage Plan and Profile	7	6
Water Plan and Profile	-	3
Water Reconnection Details	-	1
Composite Utility Plan and Profile	7	6
Street Typical Sections	1	1
Street Rehabilitation Plan	6	6
Signing & Striping (as needed)	3	1
Construction Details	2	2
City of Wilsonville Standard Details	10	10
<b>Total:</b>	<b>54</b>	<b>54</b>

Wallis Engineering will prepare Project Special Provisions for both projects based on ODOT 2015 Standard Specifications and 2015 Wilsonville Public Works Standards. City will provide standard Wilsonville Special Provisions for inclusion in the project special provisions. The order of precedence will be (1) Project Specific Special Provisions, (2) City of Wilsonville Special Provisions, (3) ODOT Special Provisions.

**Task 1.9 Assumptions**

- Plan and profile drawings will be scaled full size at 1"=20' H and 1"=5' V.
- Plan and profile sheets will be combined if space allows.
- No SROZ work will be required.

- No right-of-way or easement documentation will be required.
- Rehabilitation methods for manholes will be limited to cementitious or epoxy coating systems.
- Storm inlet structures will not be rehabilitated, only adjusted or replaced.

***Task 1.9 Deliverables***

- 60% plan set in half-size (11"x17") electronic (PDF) format.
- 60% project special provisions.
- 60% bid schedule and bid item descriptions.
- 60% Engineer's construction cost estimate.

***Task 1.10 – Public Open House***

The open house will provide the opportunity for the public to submit feedback on previous phases of utility replacement work and to provide recommendations and comments for the upcoming projects based on the 60% design.

Our project manager will present the plans and discuss anticipated impacts during construction, such as private property and tree impacts, traffic control plans, road closures, utility service disruptions, and - if needed - potential environmental concerns associated with CIPP work. We will prepare boards and other materials for public meetings as needed. Materials will be provided a week in advance of Public Open House for staff review and approval. Public input will be incorporated into the Preliminary Design Memorandum.

***Task 1.10 Assumptions***

- The City will be responsible for securing and organizing the meeting venue.
- The City will provide public notification of the event.
- The City will respond directly to the public using the written responses by Wallis Engineering.

***Task 1.10 Deliverables***

- Public Open House meeting materials, for example meeting agenda, images mounted to foam core board, informational handouts, presentation, public comment sheets, etc. as needed.
- Written summary of meeting, including copies of submitted comment cards, documentation of comments submitted and written response to submitted comments.
- Assume one (1) Public Open House event.

**PHASE 2: DESIGN & BIDDING ASSISTANCE – FRENCH PRAIRIE DRIVE PHASE II**

We will prepare plans, specifications, and estimate (PSE) at the 90% and final design levels for the French Prairie Drive Phase II project as specified in the RFP. Plan and profile sheets will be scaled at 1"=20'H and 1"=5'V. We will incorporate addenda and change order items in following phases as appropriate. We will prepare detailed cost estimates incorporating the latest construction cost information. We will assist with bidding phase services, including addressing technical questions and preparing addenda as needed.

***Task 2.1 – 60% Design Review Meeting***

Wallis Engineering will schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 60% design review meeting after receipt of City 60% review comments. City staff will add 60% plan review comments to comment log. Wallis Engineering will update comment log by providing a response to each comment and submit with the 90% construction documents

### ***Task 2.1 Assumptions***

- Project Team Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.

### ***Task 2.1 Deliverables***

- Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
- Project Team Meeting minutes.
- City will provide a log of all preliminary (60%) plan review comments.
- Wallis Engineering will update the City's comment log by providing a response to each comment and submit the log with the following submittal.

### ***Task 2.2 – 90% Design Documents***

Wallis Engineering will prepare a complete set of 90% plans, project special provisions, and cost estimates. Submittal shall incorporate comments received during the 60% design review meeting.

### ***Task 2.2 Assumptions***

- The City will prepare front end contract specifications.
- Wallis Engineering will prepare Project Special Provisions based on ODOT 2015 Standard Specifications for Construction, and the City's current General Special Provisions.
- The City will provide standard Wilsonville General Special Provisions for inclusion in the project special provisions in MS Word format.
- City will provide a log of all 90% design submittal comments.
- No DEQ submittal required.

### ***Task 2.2 Deliverables***

- Updated comment log with Wallis Engineering responses to each comment.
- 90% plan set in half-size (11"x17") electronic (PDF) format.
- 90% project special provisions.
- 90% bid schedule and bid item descriptions.
- 90% Engineer's construction cost estimate.

### ***Task 2.3 – 90% Design Review Meeting***

Wallis Engineering will schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 90% design review meeting after receipt of City 90% review comments. Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.

### ***Task 2.3 Deliverables***

- Project team meeting agendas and meeting materials two (2) business days prior to meeting date.
- Project Team Meeting minutes.

### ***Task 2.4 – Final (100%) Design Documents***

Wallis Engineering will prepare a complete set of final design plans, project special provisions, and cost estimate.

### ***Task 2.4 Assumptions***

- The final documents will address the City's 90% review comments.
- Project areas will not be changed from the 90% submittal.



***Task 2.4 Deliverables***

- Updated comment log with Wallis Engineering responses to each comment.
- Final engineering plan set in both full size (22"x34") and half-size (11"x17") electronic (PDF) format signed by a Professional Engineer registered in the State of Oregon.
- Final project special provisions.
- Final bid schedule and bid item descriptions.
- Final engineer's construction cost estimate.

***Task 2.5 – Bidding Assistance***

Wallis Engineering will coordinate with City in the preparation of construction bid documents for French Prairie Drive Phase II. The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process.

Wallis Engineering will prepare responses to potential construction contractor and supplier technical questions about the plans and specifications at the request of the City. Wallis Engineering will review all addenda necessary to clarify the construction bid documents.

***Task 2.5 Assumptions***

- The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process.
- Assumed a maximum of 3 addenda to be prepared.

***Task 2.5 Deliverables***

- Written response addressing technical questions during bidding process, as needed.
- Construction bid document addenda review comments, as needed.

**PHASE 3: CONSTRUCTION SUPPORT – FRENCH PRAIRIE DRIVE PHASE II**

Construction phase services will be provided in accordance with the RFP. These will include scheduling and attending the pre-construction meeting, attending weekly meetings and preparing agenda and minutes, and reviewing contractor material submittals, RFIs and CORs. We will also provide written inspection summaries following field visits. As the City needs, we can also provide supplementary inspection services.

Record drawings will be prepared in accordance with City Standards. We will also facilitate a meeting at the end of construction to document any recommended changes to the plans or specifications for future phases.

***Task 3.1 – Construction Services***

Wallis Engineering will attend the pre-construction meeting. City will schedule, facilitate, and prepare meeting materials for the pre-construction meeting. Wallis Engineering will attend weekly project meetings during periods of active construction. The project meeting will include a visit to the construction site. City will schedule, facilitate, and provide meeting materials for weekly project meetings. Wallis Engineering will provide weekly project meeting agendas and minutes.

During construction, Wallis Engineering will coordinate with the individual HOAs and the golf course for irrigation repair work as needed.

Wallis Engineering will provide technical review of contractor material submittals and process Request for Information (RFI), and Change Order Requests (COR) at the request of the City.

***Task 3.1 Assumptions***

- Active construction period assumed to be 30 weeks or less.

- Wallis Engineering project manager estimated time commitment assumed at two (2) hours per week during construction plus 14 hours for additional as needed support.
- Wallis Engineering support staff time commitment assumed at 50 hours total.
- The Contractor will be responsible for all construction staking
- City will provide primary inspection services.
- Geotechnical field support and quality control testing is not included at this time.

***Task 3.1 Deliverable***

- Weekly Project Meeting agendas two (2) business days prior to meeting date.
- Weekly Project Meeting minutes.
- Material submittal, RFI, COR review comments, as needed.
- Change Order review
- Inspection checklists if requested by the City
- Pre and Post Construction Survey Files
- Post construction review meeting agenda and minutes

***Task 3.2 – Record Drawings***

Wallis Engineering will provide record drawings of constructed improvements to the City. AKS will provide a topographic survey of the reconstructed storm and sanitary improvements for French Prairie Drive Phase II based on City of Wilsonville approved vertical datum, NAVD 88 Datum, including:

1. Locations, rim elevations, and pipe invert elevations for all constructed sanitary and storm structures within the project area.
2. Location of sanitary and storm service lateral connections to mainline and existing service pipe. Location and depth to be marked in the field by the Contractor or City inspector.

Wallis Engineering will prepare a complete set of record drawings that reflect all changes made to the design during construction. Record drawings will include the “as-built” sanitary and storm service lateral invert elevation at the point of connection to the existing service lateral pipe.

The preliminary as-built plan set will be used to conduct the punch list walkthrough.

***Task 3.2 Assumptions***

- Record drawings will be based on the asbuilt survey and red-lined asbuilt drawings prepared by the Contractor and reviewed by the City.
- The City will sign off on the accuracy of the Contractor’s redline drawings.
- CIPP sections will not be included in the survey scope of services.
- Field survey work estimated to be completed in one (1) day.

***Task 3.2 Deliverables***

- Preliminary as-built plan set in printed, full size (22”x34”) paper, three (3) copies.
- Final as-built plan set in both full size (22”x34”) and half-size (11”x17”) electronic (PDF) format, signed by a Professional Engineer registered in the State of Oregon.
- Final as-built plan set on full size (22”x34”) Mylar (min. 3-mil) stamped and signed by a Professional Engineer registered in the State of Oregon.
- AutoCAD copy (current version) of final as-built plan set and as-built topographic survey.

## **PHASE 4: DESIGN & BIDDING ASSISTANCE – OLD FARM ROAD PHASE I**

We will prepare plans, specifications, and estimate (PSE) at the 90% and final design levels for the Old Farm Road Phase I project as specified in the RFP. Plan and profile sheets will be scaled at 1"=20'H and 1"=5'V. We will incorporate addenda and change order items in following phases as appropriate. We will prepare detailed cost estimates incorporating the latest construction cost information. We will assist with bidding phase services, including addressing technical questions and preparing addenda as needed.

### ***Task 4.1 – 60% Design Review Meeting***

Wallis Engineering will schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 60% design review meeting after receipt of City 60% review comments. City staff will add 60% plan review comments to comment log. Wallis Engineering will update comment log by providing a response to each comment and submit with the 90% construction documents

#### ***Task 4.1 Assumptions***

- Project Team Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.

#### ***Task 4.1 Deliverables***

- Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
- Project Team Meeting minutes.
- City will provide a log of all preliminary (60%) plan review comments.
- Wallis Engineering will update the City's comment log by providing a response to each comment and submit the log with the following submittal.

### ***Task 4.2 – 90% Design Documents***

Wallis Engineering will prepare a complete set of 90% plans, project special provisions, and cost estimates. Submittal shall incorporate comments received during the 60% design review meeting.

#### ***Task 4.2 Assumptions***

- The City will prepare front end contract specifications.
- Wallis Engineering will prepare Project Special Provisions based on ODOT 2015 Standard Specifications for Construction, and the City's current General Special Provisions.
- The City will provide standard Wilsonville General Special Provisions for inclusion in the project special provisions in MS Word format.
- City will provide a log of all 90% design submittal comments.
- No DEQ submittal required.

#### ***Task 4.2 Deliverables***

- Updated comment log with Wallis Engineering responses to each comment.
- 90% plan set in half-size (11"x17") electronic (PDF) format.
- 90% project special provisions.
- 90% bid schedule and bid item descriptions.
- 90% Engineer's construction cost estimate.

### ***Task 4.3 – 90% Design Review Meeting***

Wallis Engineering will schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 90% design review meeting after receipt of City 90% review comments. Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.

#### ***Task 4.3 Deliverables***

- Project team meeting agendas and meeting materials two (2) business days prior to meeting date.
- Project Team Meeting minutes.

### ***Task 4.4 – Final (100%) Design Documents***

Wallis Engineering will prepare a complete set of final design plans, project special provisions, and cost estimate.

#### ***Task 4.4 Assumptions***

- The final documents will address the City's 90% review comments.
- Project areas will not be changed from the 90% submittal.

#### ***Task 4.4 Deliverables***

- Updated comment log with Wallis Engineering responses to each comment.
- Final engineering plan set in both full size (22"x34") and half-size (11"x17") electronic (PDF) format signed by a Professional Engineer registered in the State of Oregon.
- Final project special provisions.
- Final bid schedule and bid item descriptions.
- Final engineer's construction cost estimate.

### ***Task 4.5 – Bidding Assistance***

Wallis Engineering will coordinate with City in the preparation of construction bid documents for Old Farm Road Phase I. The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process.

Wallis Engineering will prepare responses to potential construction contractor and supplier technical questions about the plans and specifications at the request of the City. Wallis Engineering will review all addenda necessary to clarify the construction bid documents.

#### ***Task 4.5 Assumptions***

- The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process.
- Assumed a maximum of three (3) addenda to be prepared.

#### ***Task 4.5 Deliverables***

- Written response addressing technical questions during bidding process, as needed.
- Construction bid document addenda review comments, as needed.

## **PHASE 5: CONSTRUCTION SUPPORT – OLD FARM ROAD PHASE I**

Construction phase services will be provided in accordance with the RFP. These will include scheduling and attending the pre-construction meeting, attending weekly meetings and preparing agenda and minutes, and reviewing contractor material submittals, RFIs and CORs. We will also

provide written inspection summaries following field visits. As the City needs, we can also provide supplementary inspection services.

Record drawings will be prepared in accordance with City Standards. We will also facilitate a meeting at the end of construction to document any recommended changes to the plans or specifications for future phases.

### ***Task 5.1 – Construction Services***

Wallis Engineering will attend the pre-construction meeting. City will schedule, facilitate, and prepare meeting materials for the pre-construction meeting. Wallis Engineering will attend weekly project meetings during periods of active construction. The project meeting will include a visit to the construction site. City will schedule, facilitate, and provide meeting materials for weekly project meetings. Wallis Engineering will provide weekly project meeting agendas and minutes.

During construction, Wallis Engineering will coordinate with the individual HOAs and the golf course for irrigation repair work as needed.

Wallis Engineering will provide technical review of contractor material submittals and process Request for Information (RFI), and Change Order Requests (COR) at the request of the City.

### ***Task 5.1 Assumptions***

- Active construction period assumed to be 24 weeks or less.
- Wallis Engineering project manager estimated time commitment assumed at two (2) hours per week during construction plus 14 hours for additional as needed support.
- Wallis Engineering support staff time commitment assumed at 50 hours total.
- The Contractor will be responsible for all construction staking
- City will provide primary inspection services.
- Geotechnical field support and quality control testing is not included at this time.

### ***Task 5.1 Deliverables***

- Weekly Project Meeting agendas two (2) business days prior to meeting date.
- Weekly Project Meeting minutes.
- Material submittal, RFI, COR review comments, as needed.
- Change Order review
- Inspection checklists if requested by the City
- Pre and Post Construction Survey Files
- Post construction review meeting agenda and minutes

### ***Task 5.2 – Record Drawings***

Wallis Engineering will provide record drawings of constructed improvements to the City. AKS will provide a topographic survey of the reconstructed storm and sanitary improvements for Old Farm Road Phase I based on City of Wilsonville approved vertical datum, NAVD 88 Datum, including:

1. Locations, rim elevations, and pipe invert elevations for all constructed sanitary and storm structures within the project area.
2. Location of sanitary and storm service lateral connections to mainline and existing service pipe. Location and depth to be marked in the field by the Contractor or City inspector.

Wallis Engineering will prepare a complete set of record drawings that reflect all changes made to the design during construction. Record drawings will include the “as-built” sanitary and storm service lateral invert elevation at the point of connection to the existing service lateral pipe.

The preliminary as-built plan set will be used to conduct the punch list walkthrough.

### ***Task 5.2 Assumptions***

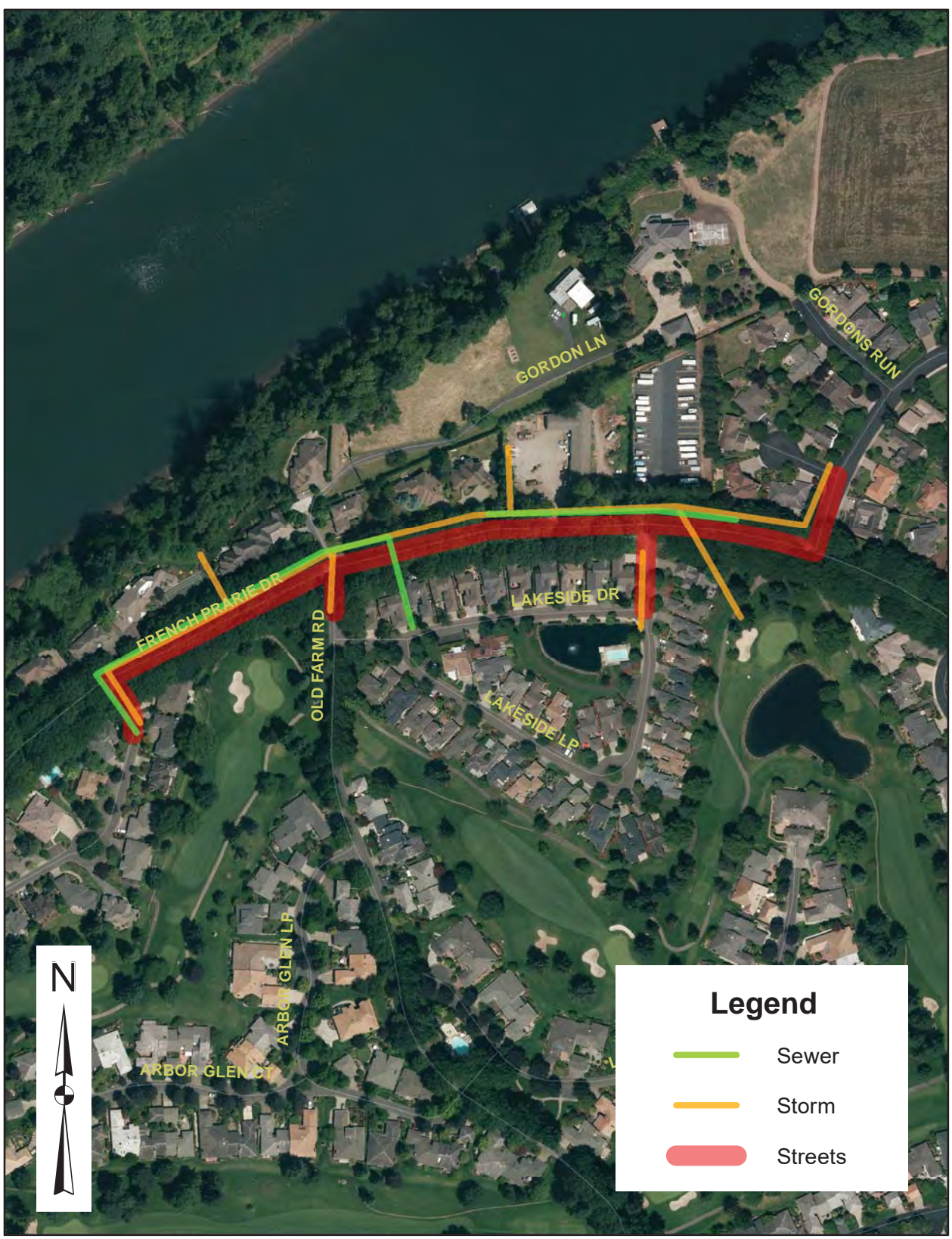
- Record drawings will be based on the asbuilt survey and red-lined asbuilt drawings prepared by the Contractor and reviewed by the City.
- The City will sign off on the accuracy of the Contractor's redline drawings.
- CIPP sections will not be included in the survey scope of services.
- Water line record survey not included.
- Field survey work estimated to be completed in 1 day.

### ***Task 5.2 Deliverables***

- Preliminary as-built plan set in printed, full size (22"x34") paper, three (3) copies.
- Final as-built plan set in both full size (22"x34") and half-size (11"x17") electronic (PDF) format, signed by a Professional Engineer registered in the State of Oregon.
- Final as-built plan set on full size (22"x34") Mylar (min. 3-mil) stamped and signed by a Professional Engineer registered in the State of Oregon.
- AutoCAD copy (current version) of final as-built plan set and as-built topographic survey.

# ATTACHMENT A TO SCOPE OF WORK

## French Prairie Drive Phase II





# Old Farm Road Phase I

