RESOLUTION NO. 2011

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO SIGN A MODIFICATION OF THE SCOPE OF WORK TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR THE BOECKMAN ROAD EXTENSION PROJECT

WHEREAS, on June 5, 2006, the Wilsonville City Council adopted a Capital Improvement Program for the City that includes a FY 2006-07 appropriation of \$17,764,275.00 to fund the Boeckman Road extension design and construction from 95th Avenue to 110th Avenue (Project No. 540.950.45030.00000.4048) and \$6,235,000.00 to fund the water line for Boeckman Road Extension (Project No. 530.950.45030.00000.1073); and

WHEREAS, on June 2, 2003, the City Council adopted Resolution No. 1835, authorizing the City Engineer to enter into a Professional Services Agreement with HDR Engineering, Inc. to provide professional services for the Preliminary Engineering and Environmental Assessment for the Boeckman Road Extension project; and

WHEREAS, on May 2, 2005, the City Council adopted Resolution No. 1934, authorizing the City Engineer to enter into a Professional Services Agreement with HDR Engineering, Inc. to provide professional services for the engineering design for the Boeckman Road Extension project; and

WHEREAS, on the 22nd day of February, 2005, the City of Wilsonville adopted Ordinance No. 578 which amends the Wilsonville Code Sections 2.310-2.319 related to procedures of public contracting and the Local Contract Review Board; and

WHEREAS, OAR 137-048-0200 states local contracting agencies may enter into a Contract directly with a consultant without following the selection procedure ...if (1) (e) (A) Consist of or related to a engineering services that have been substantially described, planned or otherwise previously studied in an earlier Contract with the same consultant and are rendered for the same project as the engineering services rendered under the earlier contract. (B) Local Contracting Agency used a formal selection procedure described in rules applicable to the Local Contracting Agency under either ORS 279.049 or ORS 279.065, whichever was in effect at the time Local Contracting Agency selected Consultant for the earlier contract; and WHEREAS, ORS 279C.115(2) states that a local contracting agency may enter into a professional services contract directly with a consultant, if the project described in the earlier contract was awarded, and the new contract is a continuation of that project; and

WHEREAS, WC 2.315(7) states that for Personal Service Contracts, the selection process may be waived by the Contracting Agency where... (3) a change in contractor to do follow-up work would clearly result in increased costs or increased time; and

WHEREAS, HDR Engineering, Inc had proposed to accomplish certain professional engineering services up to completion of bid documents (100% plans and specifications) for an estimated fee of \$1,150,000.00 which has been completed (Phase 1); and

WHEREAS, staff requested HDR Engineering, Inc. to continue to provide certain professional engineering services, beyond the scope of work in Phase 1, but associated with the Project, up to and including facilitation of the acquisition of certain permits from the U.S. Army Corps of Engineers (COE) and Oregon Department of State Lands (DSL), revised the rail order, additional surveying, redesigned the water system to incorporate the 48" line and pipe cathodic protection, redesigned the round-about and green streets, and designed the Metro required wildlife culvert crossings as well as other work, as noted, in the attached Exhibit A. This additional follow on work has been completed in FY 2005-06 for an aggregate fee of \$366,614.00 and staff recommends that the Board approve and ratify the award of these services and their costs as a contract modification to the scope of work; and

WHEREAS, the City Engineer seeks the services of an engineering firm to provide professional services for the construction period (Phase 2) of the referenced project; and

WHEREAS, HDR Engineering, Inc. has proposed to accomplish the professional services, including surcharge analysis and project management for the construction phase for an estimated fee of \$1,819,910.00 (Phase 2); and

WHEREAS, this contract modification to the scope of work with HDR Engineering, Inc. is a total estimated fee of \$2,186,524.00; and

WHEREAS, staff has determined that the fees for the services as proposed by HDR Engineering, Inc. are fair and reasonable, reflecting the extensive and valuable information which will not have to be reconstructed or duplicated at public cost; and prompt execution of the request will allow for the construction of these improvements in a timely manner; and

WHEREAS, HDR's specialized knowledge particular to the work, its capacity and capability to perform the work within tight time lines, cost savings associated with transferable experience and background and past record of performance, all promote the public interest in a way that would not be provided if soliciting for other contractors.

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

- 1. The City Council, acting as the Local Contract Review Board, does hereby approve and authorize the City Manager or designee to sign the Modification of Scope of Work for the Professional Services Agreement between the City of Wilsonville and HDR Engineering, 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.
- 2. The City Council hereby authorizes the expenditures for the completed, outside of scope work for a fee of \$366,614.00 from the Fiscal Year 2005-06 budget as follows:

Account	Budget Amount
540.950.45030.00000.4048	\$11,000,000.00
530.950.45030.00000.1073	\$ 2,964,000.00

3. The City Council hereby authorizes the expenditures for this contract for an estimated fee of \$1,819,910.00 from the Fiscal Year 2006-07 budget as follows:

Account	Budget Amount
540.950.45030.00000.4048	\$17,764,275.00
530.950.45030.00000.1073	\$ 6,235,000.00

4. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 10th day of July, 2006, and filed with the Wilsonville City Recorder this date.

CHARLOTTE LEHAN, Mayor

ATTEST:

ndu C. Kis

Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

Mayor Charlotte Lehan	Yes
Council President Kirk	Abstain
Councilor Holt	Yes
Councilor Ripple	Yes
Councilor Knapp	Yes

EXHIBIT A

CITY OF WILSONVILLE

BOECKMAN ROAD CONNECTION PROJECT

Construction Engineering and Contract Administration

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GENERAL INFORMATION & REQUIREMENTS

HDR Engineering ("Contractor") completed the preparation of a National Environmental Policy Act (NEPA) Environmental Assessment (EA), 30% Level Preliminary Design, and final PS&E for the Boeckman Road Connector project (Project).

The City of Wilsonville ("City") anticipates a bid let date on August 10, 2006. This Statement of Work between Contractor and City is for the work necessary to provide construction management and contract administration on the upcoming construction phase of this federally funded project.

ROLES AND RESPONSIBILITIES

City

Pat Carroll is the City's representative and primary point of contact for Contractor. Pat Carroll will review and accept all Contractor deliverables. Pat Carroll shall distribute deliverables to appropriate City personnel for review and approval.

As owner of the facility, City has overall authority in scope, schedule and budget of the Project. City shall coordinate directly with ODOT review and approval of all change orders prepared by Contractor prior to implementation by the Construction Contractor.

City (and/or ODOT) is responsible for the following:

- > Execution of Intergovernmental Agreements (IGAs) related to this Project
- Printing and distribution of bid documents
- > Advertising the Project
- > Evaluation of bids, audits and contract award
- Providing a partnering Facilitator
- > Material verification sampling and testing
- Concrete and Asphalt mix design review
- > Providing survey control and construction survey staking to the Construction Contractor
- > Approving Construction Contract Change Orders
- Inspecting Project specific fabricated items
- Reviewing and processing monthly pay estimates for construction contract through ODOT Contractor payment system
- > Providing ODOT's construction forms in electronic and hard copy.

Contractor

Contractor is the Engineer of Record for the Project. Contractor must notify City immediately (within 2 business days) upon discovery of any changes in the Project that impact scope, schedule or budget. Contractor shall provide all labor, equipment, and materials to provide the CE Services as outlined in this scope of work. Contractor shall provide detailed monthly updates on the progress and status of Contractor's work.

Contractor shall prepare and submit deliverables in electronic format compatible with Microsoft Windows or NT based platforms running Microsoft Office 2003 software including MS Word, MS Excel, and MS Project.

Contractor shall schedule, attend, participate in and facilitate Project meetings. Contractor shall prepare agendas and distribute at least two (2) business days prior to meeting date (unless stated otherwise in a particular task, or if other timeframe is approved). Contractor shall prepare meeting minutes and distribute within five (5) business days of meetings.

Contractor shall:

- Provide staff, including resumes of anticipated staff to the City, to complete the work described in this document
- Provide construction Project management and contract administration/ documentation for construction of the Project
- > Conduct Pre-Construction meeting with the Construction Contractor and City
- > Review and approve (when appropriate) all Construction Shop Drawings
- > Perform construction monitoring and inspection
- Perform field measurement and calculations and prepare documentation for monthly construction progress estimates
- Perform environmental and permit coordination and compliance monitoring during construction of Project
- Complete and submit as-constructed plans
- Schedule, prepare agendas for, attend, participate in, facilitate and prepare minutes of weekly Project progress meetings with the Construction Contractor
- > Review and recommend needed design changes
- > Develop and submit Project Manager's narrative report on construction
- > Prepare and submit final Project documentation as outlined in the ODOT Construction Manual
- > Provide detailed monthly updates on the Construction Contractor's progress.
- Provide written notification to City's representative at the first sign of any delays caused by City or any other entity outside the control of Contractor.

DESIGN STANDARDS

Contractor shall complete the construction administration services in accordance with ODOT's Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual. Contractor shall assure that all construction work is performed in accordance with the Standard Specifications for Highway Construction 2002 as modified by the Project Special Provisions.

WORK TASKS

Contractor is responsible for all tasks, subtasks and deliverables identified in this scope of work specifically stated otherwise. Contractor shall provide all labor, equipment and materials to manage, coordinate, and complete the work.

TASK 1.0 PROJECT MANAGEMENT

This activity is continuous throughout the duration of the Project. Contractor shall guide and direct the overall processes and Project team to ensure the Project's goals and objectives are met. Contractor shall manage Project efforts, administer the construction contract, monitor progress and direct Contractor's quality control/quality assurance activities.

Task 1.1 Project Coordination

Contractor shall provide leadership, direction and control of work tasks to complete this CE Phase. Contractor shall:

- Direct Contractor's team with regard to overall Project activities and team meetings.
- Maintain liaison and coordination between Contractor's staff, Construction Contractor and City/ODOT staff to assure timely, efficient operations for all involved.

Task 1.2 Project Status Reports and Invoices

Contractor shall prepare and submit a monthly Project Status Report. If the construction Project Schedule is revised, Contractor shall attach the updated Project Schedule and submit with the monthly Project Status Report. Contractor shall submit the monthly status reports to the City's representative no later than the fifth calendar day of each month.

The monthly billing invoices must include a copy of the Project progress/status report.

Deliverables

- Monthly Project Status Reports
- Monthly Invoices

TASK 2.0 CONSTRUCTION CONTRACT ADMINISTRATION

Contractor shall support the project's needs by providing construction engineering services required to assure the construction of the project is completed in accordance with the plans and specifications for the project. Contractor shall provide engineering services required to prepare any design changes that are necessary during the construction phase of the work.

Task 2.1 Pre-Construction Meeting

Contractor shall prepare for and lead the preconstruction meeting with the Construction Contractor, City, ODOT and others as may be appropriate. Contractor shall consult with the Construction Contractor and the City's representative to determine participants and schedule the pre-construction meeting at an agreeable time. Meetings will be held at City's or Construction Contractor field office. Contractor shall:

- Schedule Meeting
- Prepare and distribute the meeting agenda and minutes
- Attend, facilitate and participate in meeting

Deliverables:

- Meeting Agenda one copy to each meeting attendee and the City's representative four (4) business days prior to the scheduled meeting.
- Meeting minutes one copy to each meeting attendee and the City's representative within one week of the meeting.

Task 2.2 Partnering Meeting

Contractor shall consult with City provided partnering Facilitator to determine participants, agenda and schedule the partnering meeting. Contractor shall attend the partnering workshop with the Construction Contractor, City, ODOT and others as may be appropriate.

Deliverables:

• Attendance at one partnering workshop.

Task 2.3 Auditable Contract Administration Payment Documentation System

Contractor shall develop and implement an auditable Contract Administration Process and Payment Documentation System for the Project. Contractor shall submit documentation of the Contract Process and the Payment System to the City for review and concurrence. Contractor shall:

- Establish and implement a filing system for hard copy documents. At minimum, the filing system must include a breakdown of the major categories as shown in the construction portion of ODOT's Standard Filing System Manual. Quality and Quantity documentation must be in conformance with Section 12 of the ODOT Construction Manual.
- Develop an electronic filing system and tracking (EXCEL) spreadsheet for Request for Information, Request for Clarification, punch list work items, construction staking survey, submittals, incoming and outgoing correspondence to the Construction Contractor, Contract Change Orders, and Force Accounts. The electronic filing system must be available to the field personnel.
- Develop a documentation checklist for all bid items on the Project. The checklist must summarize for the bid item which quality documents or testing is required for the bid item. NOTE: The checklist must be used to prepare the Test Summary as required in Section 12.B.2 of the ODOT Construction Manual.

Deliverables:

• Memo documenting auditable contract administration process and payment documentation system, and checklist of all bid items.

Task 2.4 Contract Administration

Contractor shall provide day-to-day administration of the construction contract. Contractor shall:

- Monitor overall Project budget and costs included in the Project authorization.
- Perform general project management tasks including review of contractor submittals and letters, daily inspection reports. Prepare correspondence to contractor. Coordinate with City representatives, Pat Carroll and Jadene Stensland, ODOT Region 1 Local Agency Liaison, and ODOT Construction Administration Engineer on contract change orders, contractor requests for additional compensation and contractor claims. Prepare and recommend approval of First, Second, and Third Notifications.
- Monitor and evaluate the Construction Contractor's Critical Path Method (CPM) construction base schedule and subsequent schedule update submittals. Prepare written correspondence to the Construction Contractor to share schedule review comments.
- Maintain Project Construction quality and quantity documentation as outlined in the Construction Manual, the Manual of Field Test Procedures, the Non-Field Tested Materials Acceptance Guide and the contract Plans and Specifications.
- Prepare Project daily reports for construction
- Measure and document construction quantities for monthly pay estimates
- Prepare monthly electronic construction Project progress estimates
- Conduct labor compliance interviews and prepare DBE Commercially Useful Function Forms (CUF's) to verify compliance with the Davis-Bacon prevailing wage requirements reports
- Prepare Equal Employment Opportunity (EEO) compliance reports
- Coordinate Construction Contractor OJT Program and requests for Apprentices/Trainees. Track hours of work performed by Apprentices/Trainees; submit pay notes for substantiated apprentice hours.
- Review Construction Contractor and subcontractors weekly contract payrolls for compliance with wages, fringe benefits, and Zone Pay for Type and Craft of work being performed.
- Review subcontracts between Construction Contractor and subcontractors. Prepare Form 734-1395 "Report on Contractor's Request for Subcontract Consent" and recommend approvals.

- Document Construction Contractor's performance and progress on construction
- Measure and document final construction quantities
- Maintain documentation and update all reports on an on-going basis throughout the term of the scope of work.

Deliverables:

- Two full size paper copies, four spiral bound, 11 x 17 paper copies of conformed contract plans and two spiral bound copies of conformed specifications.
- Monthly pay estimates for construction activities.
- Electronic progress estimate to the City's representative by the 5th of the month following the month in which Construction Contractor's work was performed.
- Construction Contractor's weekly payroll reports, Employee Interview reports and Project Manager's Labor Compliance Certification. (Available for review throughout the Project. Copies to ODOT with the Labor Compliance Certification in the final document submittal.)

Task 2.5 Project Meetings

This Task is associated with Project progress meetings with the Construction Contractor, City, permitting agencies, and others as needed. Contractor shall:

- Schedule meetings as needed
- Prepare agendas and inform attendees
- Attend and participate in meetings
- Record and distribute meeting minutes

Assumption

• Construction Project meetings are assumed to be weekly with up to three (3) Contractor staff attending, as necessary.

Deliverables:

- Meeting agendas one copy to each attendee and one copy to City's representative two (2) business days prior to scheduled meeting.
- Meeting minutes one copy to each attendee and one copy to City's representative within one (1) week of meeting.

Task 2.6 Shop Drawing and Submittal Review

Contractor shall review construction shop drawings and working drawings submitted by the Construction Contractor. Contractor shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the Construction Contractor. Contractor shall conduct submittal review in accordance with Section 150.35 of the Standard Specifications for Highway Construction. Of the multiple copies of each shop drawing received from the Construction Contractor, Contractor shall:

- Maintain one of the as submitted copies in the Project files
- Conduct review and prepare 5 mark-up/comment copies of the shop drawing. Drawings must be stamped, signed and dated by Engineer of Record and marked as either "Approved Without Change", "Approved With Comments", or "Rejected and Resubmit".
- Include construction contract number on all shop drawings.

Contractor shall review the following submittals as required using the guidelines in ODOT's Construction Manual:

- Construction Contractor's construction schedule
- Construction Contractor's Traffic Control Plan
- Construction Contractor's Erosion Control Plan
- Construction Contractor's Pollution control Plan
- Rebar shop Drawings
- Prefabricated Concrete Shop Drawings
- Pile Hammer submittal
- Bridge Expansion Joints
- Bridge Railing Shop Drawings
- Fencing Shop Drawings
- Watermain appurtenances and fittings
- Sanitary Sewer appurtenances and fittings
- Stormwater Collection and Drainage Plan
- Others as required by construction contract specifications

Assumption:

• Assume no more than two (2) iterations per shop drawing.

Deliverables:

- Return shop drawings with comments (approved or rejected)-
 - 3 copies (1 for field and 2 for home office) to Construction Contractor within time frame established in Construction Contract specified requirements.
 - 1 copy maintained in Project files
 - 1 copy to ODOT's Materials unit (Portland or Eugene office for pre-cast shop drawings, depending on location of fabrication facility).
- File of all reviewed submittals to City with final Project documentation

Task 2.7 Consultation during construction

Upon request of the Construction Contractor during construction, Contractor shall respond to an RFI following receipt by Contractor of the RFI. Contractor shall clarify construction contract documents and respond to field inquiries.

Deliverable:

• Written Documentation of responses to Construction Contractor inquiries to City's representative within two (2) business days of response.

Task 2.8 Design Modifications

Upon request of City's representative, Contractor shall prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary change order documents to make them a part of the construction contract.

Design change requests can also be initiated by the Construction Contractor using a Change Request Form or a Request for Information (RFI) from. A response to an RFI may also initiate a change request. No work shall be conducted on a change request until the City's representative approves the request.

Deliverables:

• Design details for appropriate changes to Project design, submitted to City's representative.

• Draft Change Order documents with supporting documents (cost estimate and justification) submitted to City's representative.

Task 2.9 Claim(s) Support

Contractor shall provide support to City to comply with any and all claims submitted by the Construction Contractor as specified in Section 00199 – Disagreements, Protests and Claims in the 2002 Oregon Standard Specifications for Construction.

Deliverables:

The deliverables for claim(s) support may include but are not limited to:

- Memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc) related to claims.
- Consultation related to claims (in person, via telephone or email).
- Attendance at resolution meetings.

TASK 3.0 CONSTRUCTION MONITORING/INSPECTION

Contractor shall provide necessary on-site inspection of construction for conformance with contract documents. Contractor shall coordinate closely with the Construction Contractor to assure on-site inspections do not adversely impact the construction schedule. Contractor shall perform inspections at critical times during the construction process as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual. Contractor shall have an inspector on site during all critical times during the construction process. Contractor shall monitor the Construction Contractor's quality control process to assure the Construction Contractor is meeting the construction contract requirements.

Task 3.1 Work Zone Monitoring

Contractor shall continuously monitor for environmental compliance throughout the project. Contractor shall monitor construction activities and project compliance with regulatory permits and approvals during critical periods of active construction within or over the regulated work area. During each inspection, Contractor shall review the site conditions and construction techniques to assess compliance with the various regulatory documents such as the ACOE wetland permit and DSL Removal/Fill permit. In the event that a deficiency is noted, the Contractor shall immediately bring the deficiency to the attention of the Construction Contractor to determine a corrective course of action. Reports of environmental compliance shall be prepared and included as supplements to Daily Inspection Reports.

Contractor shall monitor the following for compliance to construction contract requirements:

- Permit compliance during construction
- Erosion Control installation and maintenance
- Temporary Traffic Control measures

Deliverables:

- Daily Inspection reports documenting conditions at Project
- Notice of Non-Conformance to the Construction Contractor of items not in compliance. Original to Construction Contractor with copy to City's representative within two (2) business days of identifying non-compliance.

Task 3.2 Construction Activity Monitoring

Contractor shall monitor construction activities during construction of the Project. Contractor shall provide inspection concurrently with the Construction Contractor's operation. Contractor shall coordinate closely with the Construction Contractor to assure on-site inspections do not adversely impact the construction schedule. Contractor shall perform inspections as detailed in the ODOT Construction Manual and the ODOT Inspectors Manual. Contractor shall prepare Daily Progress Reports of construction for days Construction Contractor is on site. Contractor shall take digital photos of the various construction activities and prepare a photo-log of critical construction activities. The photo-log must be kept up to date throughout construction and available for review by City.

Contractor shall install settlement plates and nine (9) inclinometer casings to a depth of 25 to 35 ft. City shall survey the plates twice weekly and provide the Contractor with the survey information for review. Contractor shall read twice weekly for up to six (6) months the nine inclinometer casings. Contractor shall interpret the Inclinometer Casings data and interpret the Settlement Plate Data. Contractor shall summarize the data in a written report.

Contractor shall notify the Construction Contractor and City's representative of any non-compliance issues. Contractor shall direct a Notice of Non-Conformance to the Construction Contractor's superintendent when materials, work practices or work products are found to be non-compliant with requirements of the construction contract documents.

Deliverables:

- Daily Inspection Reports of construction for days in which Construction Contractor is on site. (Electronic copies to City with monthly invoice billing; hard copies to City with final documentation submittal — Task 5.4)
- Photo-log of construction activities (Electronic copies to City with monthly invoice billing; hard copies to City with the final documentation submittal Task 5.4)
- A CD of Project photos with final Project documentation.
- Field Inspection Reports as required by the ODOT Construction Manual and the Non-field Tested Materials Acceptance Guide. Maintain the test summary throughout the Project and keep available for review. Submit to City's representative with final Project documentation.
- •
- Notice of Non-Conformance (Original to the Construction Contractor; copy to the City's representative within two (2) business days of the finding of non-conformance.)
- Summary report of settlement plates and inclinometer data including interpretation.

Task 3.3 Quality Control Monitoring

Contractor shall monitor the Construction Contractor's Quality Control program to assure it meets the requirements of the Manual of Field Test procedures. Contractor shall coordinate with the ODOT Region 1 Quality Assurance Coordinator to assure adequate Verification and Independent Assurance testing is performed. ODOT staff shall perform the Verification and Independent Assurance testing, it is <u>not</u> a part of this scope of work.

Contractor shall:

- Prepare a Quality Documentation Checklist for all construction contractor bid items.
- Maintain the Non-Field Tested Materials Test Summary as detailed in the ODOT Construction Manual and the Non-Field Tested Materials Acceptance Guide.
- Maintain the Field Tested Materials Test Summary as detailed in the ODOT Construction Manual and the Manual of Field Test Procedures.

- Monitor the Construction Contractor's quality control technicians to assure proper certification, proper testing frequencies and procedures are being followed. Monitoring must be done by individuals certified by ODOT's technician certification program for the specific tests being monitored.
- Prepare Project Quality Documentation
- Communicate with ODOT Region Quality Assurance Coordinator to assure timeliness and efficiency in the verification testing work.
- Compare Construction Contractor's quality control test results to ODOT's verification test results to assure they are within Independent assurance parameters.
- Work with ODOT Region Quality Assurance Coordinator to resolve any discrepancies between the Construction Contractor's quality control test results and the ODOT verification test results.
- Provide Notice of Non-Conformance to the Construction Contractor and City's representative immediately (within one business day) upon finding materials and/or workmanship which do not meet construction contract requirements.
- Communicate and coordinate with ODOT Region 1 Region Assurance Specialist as to ODOT review of quality documentation.

Deliverables:

- Test summaries/Project Quality Documentation (both field tested and non-field tested. Available for review throughout the Project. Submit to City's representative with final Project documentation Task 5.4)
- Notice of Non-Conformance (Original to the Construction Contractor; copy to the City's representative within one business day of the finding of non-compliance.)

TASK 4.0 CONSTRUCTION SURVEYING

Contractor shall coordinate with the City's representative on all construction survey staking requests submitted by the Construction Contractor.

Contractor shall:

- Prepare and provide the City with roadway finish grades and bridge deck grades.
- Provide measurements and calculations for pay quantities for roadway construction.
- Provide utilities grade information for staking.

Assumptions:

- City shall prepare all survey staking data and perform all construction survey staking necessary for the Construction Contractor to construct the project. This includes, and is not limited to:
 - > Initial horizontal and vertical control in the proximity of the project;
 - > Slope Stakes for cut and embankment
 - > Subgrade, Aggregate Base, Asphalt Courses, and Curb and Sidewalk stakes
 - > Bridge Abutments, Pilings, Bents, Bearing Pads, and Deck stakes
 - Slope stakes for retaining walls
 - > Stake locations of Stormwater manholes, area drains, inlets, catch basis and outlets, and provide offsets with cut to flow line
 - > Grade staking for location of swales and grading limits
 - > Stake locations of Sanitary Sewer manholes and offsets with cut to flow line
 - Stake location of Watermain and offsets with cut to flow line, tees, valves, hydrants, vaults and meters
 - > Stake locations of permanent signs, light poles, and signal poles

> Paint marks for permanent striping



- City shall perform survey settlement monitoring during embankment surcharge construction.
- City shall perform on site survey field checks as requested by Contractor.

Deliverables:

• Finish grades calculation book

TASK 5.0 PROJECT CLOSE-OUT

Contractor shall complete final on-site inspections and submit all final Project records required for final payment.

Task 5.1 Final On-Site Inspections (per 150.90 of ODOT Construction Manual)

Contractor shall schedule and attend a final Project inspection with the Construction Contractor, City's representative and ODOT. If additional construction items are identified, Contractor shall prepare a punch-list of items to be corrected by the Construction Contractor. Once the punch-list items have been corrected, Contractor (if requested by City's representative) shall meet at Project site with City and ODOT for a follow-up to the "final inspection". Contractor shall issue notification to the Construction Contractor when the Project is accepted by City.

Deliverables:

- Final inspection report notes (including follow-up revisions if necessary) shall be delivered to the City's representative.
- Notice to ODOT of City Acceptance

Task 5.2 Prepare As-Constructed Drawings

Contractor shall incorporate As-Constructed mark-ups into electronic files for the Project. Contractor shall re-issue 11" x 17" roadway and bridge mylars with mark-ups to City.

Deliverables:

Final As-Constructed plans to City within thirty (30) calendar days of second notification

- 11" x 17" roadway and bridge mylars
- 11" x 17" bridge plans (paper) (to ODOT Bridge Section for scanning)
- Electronic files of As-Constructed plans
- <u>One full size roadway and bridge mylars.</u>

Task 5.3 Structure Load Rating

Contractor shall use load rating standards, guidelines, requirements and methodologies as prescribed in the latest editions, including the latest interim revisions, of the following publications:

AASHTO:

- Guide Specification for Strength Evaluation of Existing Steel and Concrete Bridges, 1989
- LRFD Bridge Design Specifications, Second Edition, 1998

- Manual for Condition Evaluation of Bridges, 1994
- Manual for the Maintenance Inspection of Bridges, 1983
- Standard Specification for Highway Bridges, Sixteenth Edition, 1996.

FHWA:

- Report No. FHWA-PD-96-001, Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, 1995
- Report No. FHWA-PD-91-015, Bridge Inspector's Training Manual 90, 1991, (Rev. 1995).

ODOT:

- Bridge Element Coding Guide, 1999
- Bridge Office Practice Manual, 1994
- Bridge Section Load Rating Procedures, 1994
- Oregon Coding Guide for the Inventory and Appraisal of Oregon Bridges, 1994.

Contractor shall furnish all data needed for the load rating work. Data not available to Contractor, but in ODOT's possession, may be requested from ODOT Bridge Engineering. All sheets after the Table of Contents shall be numbered consecutively in the upper right corner. Contractor shall prepare a Load Rating Report signed by and stamped with the seal of an engineer registered to practice in the State of Oregon.

Deliverables:

- Load rating electronic files (files shall be located under bridge number subdirectories)
- Report and supporting information bound in a labeled pressboard report cover with provisions for diskette/CD storage
- Report shall be bound in the following order:
 - 1. Table of Contents
 - 2. Load Rating Summary Report
 - 3. Reduced Copy of Plans (or sketches)
 - 4. Structure Inventory and Appraisal
 - 5. Relevant Correspondence
 - 6. Printout of FILELIST.TXT (this may be combined with the table of contents and omitted)
 - 7. Preliminary (pre-BRASS) file(s)
 - 8. BRASS_E (LRFD sErvice) output file for the 1st beam line, if pre-stressed girder or slab
 - 9. BRASS_T (LRFD sTrength) output file for the 1st beam line
 - 10. BRASS_N (NBI Load Factor) output file for the 1st beam line
 - 11. Repeat the sequence of items 10, 11, & 12 for each additional beam line investigated
 - 12. Cross Beam calculations completed for the 1st cross beam investigated
 - 13. Repeat item 15 for each cross beam investigated

Task 5.4 Submit Final Project Records

Contractor shall organize and submit final quantity documentation, final construction estimate, test summaries and construction Project records as detailed in the ODOT Construction Manual. Contractor shall review documentation with ODOT's assigned Region_1 Assurance Specialist (RAS) throughout the Project and prior to submitting to City.

After second notification is issued, the RAS and Contractor shall jointly make a final review of all Project quality, quantity and labor documentation and mutually agree that all contractual requirements have been

met and recommend acceptance. After final joint review, the documentation shall be submitted to City for approval.

Deliverables:

Final Documentation as outlined in the ODOT Construction Manual. Following is a list of items generally required. The final Documentation shall be submitted to City within sixty (60) calendar days of second notification:

• <u>General Documentation</u>:

Transmittal letter listing the documentation being submitted. Final progress estimate and cost report, Narrative report, State force order completion certification, Letter of acceptance from City, General daily progress reports, FHWA form PR-47, Final Materials Certification and Documentation Review Report. Contractor shall distribute the "As-Constructed" Plans and Project Narrative per the ODOT Construction Manual.

• Labor Documentation:

Construction Contractor's and Construction Contractor subcontractor's certified payrolls, Labor Compliance Certification, Employee Interview Reports, Commercially Useful Function (CUF) reports for DBE subcontractors.

• Quality Documentation:

Completed Test Result Summaries "A" (non-field tested materials) and "B" (field tested materials), Summary of Foreign Steel, Field Inspection Reports along with all supporting documentation for all bid items and Contract Change Orders per Section 12-B of the ODOT Construction Manual.

• Quantity Documentation:

Pay notes (all calculations and supporting data for all bid item and Contract Change Order quantities as defined in the ODOT Construction Manual), field books, pile books, earthwork calculations, flagger and pilot car receipts, erosion control reports, price adjustments, Quantity Ledger Report and statistical asphalt bonus.



July 6, 2006

Boeckman Rd.: 95th Ave. - 110th Ave. (Wilsonville)

FINAL DESIGN -OUT OF SCOPE WORK

Task 100.1 Part -3 Prospectus

• HDR was not originally scoped to prepare Part 3 of the ODOT Prospectus. At City's request HDR reviewed and finalized the draft Part 3 prepared by City staff.

Task 100.2 Additional Work – CETAS Triage

• CETAS Group decided to track the project requiring additional review by agencies. HDR Prepared materials, communicated to CETAS on Purpose and Need provided advice for City to present additional concurrence point info at CETAS meetings.

Task 100.3 Redesign of Southerly Alignment

• Right of way and permit of entry negotiations with contiguous landowner led to redesign of the southerly alignment.

Task 100.4 Revise Alignment Roundabout

• Right of way and permit of entry negotiations with contiguous landowner led to redesign of Roundabout alignment.

Task 100.5 Revise Alignment-5 Lanes to Boberg

• City requested additional turn lanes to be provided between 95th and Boberg. HDR revised the alignment to incorporate the turn lanes.

Task 100.6 Corrosion Protection Design

• City requested corrosion protection investigation for the proposed waterline. Corrosion protection design was not in the scope of work.

Task 100.7 90% Drainage Redesign



1001 SW 5th Avenue Suite 1800 Portland, OR 97204-1134 • City requested modifications to the 90% Design to incorporate Metro "Green Street" features including roadside swales where possible for stormwater treatment.

Task 100.8 Porous Sidewalk Revision

• City requested modifications to the 90% Design to incorporate porous sidewalks to reduce stormwater runoff.

Task 100.9 Additional Critter Crossings

• Right of Way negotiations with Metro to acquire Metro property to accommodate the project led to design of additional wildlife crossings at the request of Metro.

Task 100.10 Amphibian Wall/Fence

• Right of Way negotiations with Metro to acquire Metro property to accommodate the project led to design of additional features (amphibian wall and fence) to direct wildlife to various wildlife crossings at the request of Metro.

Task 100.11 Roundabout Redesign

• City requested modifications to the 90% Design to incorporate a more compact roundabout design to reduce project footprint and fill in the wetlands to facilitate on-going negotiations with the permitting agencies and for consistency with the adjoining Villebois project.

Task 100.12 RAB Illumination Revision

• City requested modifications to the 90% Design to incorporate different lighting level at the roundabout.

Task 100.13 Bridge Interpretive Pylons

• City requested redesigning of several bridge elements to incorporate additional architectural features.

Task 100.14 Revise Rail Order Crossing

• City requested revising the draft rail order crossing application and associated plans from a single track to double track crossing to be consistent with the Washington County Commuter Rail project.

Task 100.15 South Swale Design

• Right of Way negotiations with contiguous landowner to acquire property necessary to accommodate the project led to adding an unplanned swale on the south side of the road.

Task 100.16 Revise Waterline to 24 inches

• City requested revising the waterline design from scoped 36 inches to 24 inches.

Task 100.17 Redesign Waterline from 24 inches to 48 inches

• City requested revising the waterline design from 24 inches to 48 inches HDR as a result of negotiations between City's of Wilsonville and Sherwood.

Task 100.18 Relocate Waterline outside roadway perimeter

• Delays due to permitting issues pushed the start of the construction schedule back. The original waterline alignment was in the roadway which meant the waterline could not be installed until after the roadway surcharge program was completed. The waterline alignment was relocated outside the roadway prism to allow construction to start on portions of the waterline without having to wait for the temporary surcharge to be removed thus gaining back some construction schedule.

Task 100.19 Additional Permitting and Agency Coordination

• Scope of project changed after permit submittal. HDR has been completing agency correspondence and documentation to facilitate the permit modifications and revisions.

Sub Consultants

Geotechnical (GRI)

- Additional geotechnical investigation was required to determine roadway rebuilding requirements beyond the limits of the wetlands; to provide a basis for the added corrosion protection design; and to develop design guidelines to support relocating the 48-inch waterline outside the roadway perimeter.
- The initial geotechnical investigation was limited to provide information to help assess the range of alignment alternatives for the Environmental Assessment (EA). This investigation found the subsurface conditions to be highly variable throughout the alignment. City requested HDR proceeds with additional geotechnical investigation to reduce the risk and improve determination of a preferred alignment.

Survey (DeHaas)

- Further refinement of the design required additional descriptions and exhibits to accommodate the project.
- Right of way design was scoped for an estimated number of descriptions and exhibit maps. Further refinement of the design required additional descriptions and exhibits.

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Wetland mitigations (Interfluve)

• City requested revising the wetland mitigation plans to reduce project costs.

Archeological (HRA)

• Regulatory agencies required additional field research of Seely Ditch to determine significance/no effects on cultural, historical or archeological resources.

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Final Des	ign - Out of Scope Work	
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100.14	South Sucle Design	10
100.15	South Swale Design	40
100.10	Revise Waterline to 24 miches	222
100.17	Redesign Waterline outside readway perimeter	18
100.19	Additional Permitting and Agency Coordination	19
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ENGINEERING DEPARTMENT STAFF REPORT & RECOMMENDATION

DATE:	July 10, 2006
TO:	Honorable Mayor and City Councilors
FROM:	Jadene Stensland, PE Deputy City Engineer
SUBJECT:	Modification of Scope of Work to the Professional Services Agreement with HDR Engineering, Inc. for the Boeckman Road Extension project (Project No. 540.000.29740.00000.4048)

SUMMARY

The Boeckman Road Extension Project includes extending Boeckman Road from 95th Avenue to 110th Avenue. The proposed extension of Boeckman Road crosses an environmentally sensitive area in the Coffee Lake Creek wetland complex. The Modification of Scope of Work (MSW) of the Agreement with HDR Engineering, Inc. extends professional engineering services through the construction phase.

RECOMMENDATION

Staff respectfully recommends that the City Council adopt Resolution No. 2011, thereby authorizing the City Manager or designee to sign a Modification of Scope of Work to the Professional Services Agreement with HDR Engineering, Inc. for an estimated fee of \$2,186,524.00.

DISCUSSION

Since 2003, City staff has worked with HDR Engineering Inc. to provide the design engineering services for the Boeckman Road Extension Project (Phase 1). Council approved Resolution 1835 for the environmental assessment and preliminary design on June 2, 2003 and Resolution 1934 for the design services on May 2, 2005.

Staff requested HDR Engineering Inc. to continue to provide certain professional engineering services, beyond the scope of work in Phase 1, up to and including facilitation of the acquisition of certain permits from the U.S. Army Corps of Engineers (COE) and Oregon Department of State Lands (DSL), revising the rail order, additional surveying, redesigning the water system to incorporate the 48" line and pipe cathodic protection, redesigning the round-about and green streets, and designing the Metro required wildlife culvert crossings. This additional work has been completed in FY 2005-06 for a fee of \$366,614.00. This additional outside of scope of work was necessary to continue moving the project forward.

For the construction phase, HDR Engineering, Inc. has proposed to accomplish the professional services, has proposed to accomplish the professional services, including surcharge analysis and project management for the construction phase for an estimated fee of \$1,819,910.00 (Phase 2). Therefore, this contract modification to the scope of work with HDR Engineering, Inc. is a total estimated fee of \$2,186,524.00.

HDR Engineering, Inc. has worked closely with City staff over the past three years to develop a collective knowledge base of the area, property owners, and City standards that would be impossible to duplicate or transfer to another consultant within the State required timeframe. Setting aside the extra delay costs in the time schedule, even if it were possible to duplicate the efforts and the knowledge gained, it would only come at an additional cost to the City. With these above factors, modifying the scope of work to provide engineering services during the construction phase to HDR Engineering, Inc. will result in substantial cost savings to the City.

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2.2.2	Hold one (1) PARTNERING Meeting	8	8	8	8 8		8					ļ		8	56
2.2.3	Prepare summary of PARTNERING Meeting and list of Action Items	4	2	·	ļ		00							4	10
2.301	Contract Admin Payment Documentation System	2				· · · · · · · · · · · · · · · · · · ·	80								14
2.40	Plans and Specs Familiarization		4(40	40)	40	40)	<u> </u>		<u> </u>			216
2.4.2	Weekly site visits		1344	l <u> </u>									······································		1344
2.4.3	Prepare Non-field Tested and Field Tested Summaries			1			40	40)		1				80
2.4.4	Review Requests for Subcontract Consent; prepare report (assume 12 subcontracts)		16				40								56
2.4.5	Maintain Contract Payment System			╄		<u>† -</u>						<u> </u>	1		0
2.4.6	Verify and maintain quantity paynotes documentation		l	† _	1	<u> </u>	528		<u> </u>	<u> </u>	1		+	<u> </u>	528
	Enter pay notes into CPS and update cost to date; review & discuss w/ CC monthly														
2.4.7	progress pay estimate		132				352							<u> </u>	484
2.4.8	Monitor and evaluate the construction schedule	22	112	2		 		<u> </u>	ļ	ļ		↓	ļ		430
2.4.9	Monitor Project budget / Project authorization	22	44	 			88						 	 	154
2.4.10	Review and evaluate requests for additional cost reimbursement and/or cost reduction proposals. Prepare contract change order cost justification; negotiate with CC and obtain AGENCY approval (assume 24 CCO's)	48	192	2		,	96	96	80		40				592
2.4.11	Verify and prepare report on CC's Extra Work Order extension workup (Assume 8 workups)		32		1 r		32	64							128
2.4.12	Maintain monthly Contract lump sum Schedule of Values		- 22	2			22								44
2.4.13	Coordinate and track CUF/OJT/EEO documentation		4/	 		ļ	176						ļ		220

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2.5.1 Weekly project progress meeting	44	192												236
2.5.2 Prepare meeting minutes		96											48	144
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2.8.1 Prepare design modifications								40	80	× 16	40		16	192
2.8.2 Prepare change order documentation		. 32	24		<u> </u>									56
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3.10 Work Zone Monitoring													36	36
3.20 Construction Activity Monitoring			2946	2773	40								36	5794.9
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3.3.1 Maintain Non-Field Tested Summaries	 					176								176
3.3.2 Verify quality documentation & maintain Field Tested Materials Summaries					,		352				• • • • • • • • • • • • • • • • • • •			352
Monitor CC's QC technicians to assure proper certification, proper testing														
3,3,3 frequencies and procedures are being followed				•			1152							1152
3.3.4 Coordinate Agency approval of CC's QC program		6		· · · · · · · · · · · · · · · · · · ·			20				· ·			26
3.3.5 Coordinate w/ Agency Region Quality Assurance verification testing							88							88
3.3.6 Prepare statistical evaluation of materials test results		4					12							16
3,3,7 Review test data & coordinate resolution of disputes in QC and QA testing		8					20							28
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June 29, 2006

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