

**RESOLUTION NO. 2347**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING GEOTECHNICAL AND DESIGN CONSULTANT CONTRACT FOR CONTINUATION OF THE BOECKMAN ROAD EXTENSION PROJECT TO COMPLETE SUBSTANTIAL SOIL COMPRESSION, REPAIR, AND RECONSTRUCTION WORK**

WHEREAS, the City of Wilsonville instituted a lawsuit, *City of Wilsonville v. HDR Engineering*, Clackamas County Circuit Court Case No. CV 10070047, over geotechnical and design errors involving the subsidence of the road and bridge abutments over compressible soils known as the Boeckman Road Extension Project; and

WHEREAS, pursuant to Resolution No. 2323, adopted September 21, 2011, a settlement of claims was authorized in the above-referenced case; and

WHEREAS, in conjunction with the lawsuit and settlement, Tim Blackwood was qualified and hired by the City, through the City Attorney offices, and qualified as the City's main expert on the geotechnical and design solutions to provide the technical solutions to the subsiding roadway and the costs for the solution; and

WHEREAS, Mr. Blackwood has previously explored, tested and analyzed the local soil conditions and has substantially described, planned, and otherwise studied the geotechnical issues and design solutions to mitigate the compressible soils problem and repair the road and bridge abutment issues; and

WHEREAS, Mr. Blackwood has merged his firm with Hart Crowser and is prepared to have Hart Crowser enter into a new design and personal service contract, with Mr. Blackwood being the principal representative and personal service provider; and

WHEREAS, the awarding of the contract to Hart Crowser by and through its principal, Mr. Tim Blackwood, will result in substantial savings to the City because his earlier work will not have to be duplicated and it does not unfairly affect competition, as this is a unique set of circumstances not likely to be duplicated in that a previous contract was awarded in a circumstance of litigation with particular project circumstances and technical solution; and

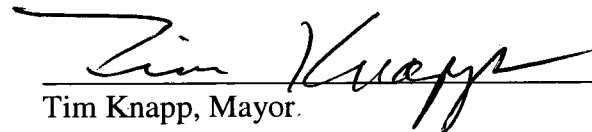
WHEREAS, since the Boeckman Road Extension Project was not completed in good condition as originally contracted, it is necessary to provide a design solution to repair and complete the project; and

WHEREAS, the conditions for direct contracting for continuing consultant services are met under ORS 279C.155 and the City's public contracting rules.

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

1. The above recitals are incorporated by reference as if fully set forth herein as findings and conclusions.
2. The City Manager is authorized to enter into a contract with Hart Crowser by and through its principal, Mr. Tim Blackwood, a copy of which is marked as Exhibit A, attached hereto and incorporated by reference as if fully set forth herein.
3. Funds for this contract are provided from the settlement funds of \$980,000 recited and received under Resolution No. 2323.
4. This resolution becomes effective upon the date of adoption.

ADOPTED by the City Council of the City of Wilsonville at a special meeting thereof this 23<sup>rd</sup> day of February 2012, and filed with the Wilsonville City Recorder this date.

  
Tim Knapp, Mayor.

ATTEST:

  
Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Núñez	Yes
Councilor Hurst	Yes
Councilor Goddard	Excused
Councilor Starr	Yes

Attachments:

Exhibit A – Geotechnical and Design Consultant Contract

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of February, 2012 ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and Hart Crowser, Inc. (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 competence, and Consultant is prepared to provide such services as the City does hereinafter require.

**AGREEMENT:**

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

**A. 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, unless earlier terminated in accordance herewith. Consultant shall diligently pursue the work according to the assumptions and deliverable dates identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein. Notwithstanding the foregoing, except in the event of an extension of time, agreed to in writing by the City, all Services must be completed no later than **September 30, 2013**.

**B. Consultant's Services**

- B.1 Consultant will perform the Scope of Services, more particularly described on **Exhibit A**, for the **Boeckman Road Reconstruction** project ("Project").
- B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the Project shall bear the signature, stamp, or initials of Consultant'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 covering plans given by Consultant's Project Manager need not be put in writing, unless requested by the City, and may be relied upon by the City.
- B.3 Consultant will not be responsible for damages or be in default, or 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 beyond Consultant's reasonable control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time of completion shall be extended accordingly. Lack of labor, supplies,

materials, or the high cost of any of the foregoing shall not be deemed a Force Majeure event.

- B.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 Services described herein.
- B.5 Consultant shall maintain 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 maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement. The City will identify information it deems confidential and subject to the protections set forth above.

**C. City's Responsibilities**

- C.1 The scope of the City's responsibilities, including those of the City's Project Manager, are set forth in the Scope of Services. 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.
- C.2 The City hereby certifies that sufficient funds are available and authorized for expenditure to finance the compensation amount set forth in **Section D** of this Agreement.

**D. Compensation**

- D.1 Except as otherwise set forth in this **Section D**, the City agrees to pay Consultant a not to exceed price of **Three Hundred Thirty-four Thousand Three Hundred Sixty-nine dollars (\$334,369.00)** for performance of the Services provided hereunder ("Compensation Amount"). Compensation in excess of the Compensation Amount will require written agreement by the City and Consultant.
- D.2 During the course of Consultant's performance, if the City or its Project Manager specifically requests Consultant to provide additional services that are beyond the Scope of Services described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Compensation above the amount shown in **Subsection D.1** above requires a written Change Order, executed in compliance with the provisions of **Section R**.
- D.3 Unless expressly set forth on Consultant's Rate Schedule in **Exhibit B** as a reimbursable expense item that is not included in the fixed Compensation Amount of **Subsection D.1**, or as an additional charge for which a written Change Order has been approved, in accordance with **Subsection D.2**, Consultant shall only be entitled to the Compensation Amount specified in **Subsection D.1**.
- D.4 Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized bill is received by the City within thirty (30) days, unless the City disputes such bill. In that instance, the undisputed portion of the bill will be paid. The City will set forth its reasons for the disputed claim amount and

make good faith efforts to resolve the bill dispute with Consultant as promptly as is reasonably possible.

D.5 The City will be responsible for payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically otherwise covered by **Exhibit A**.

D.6 Consultant's Compensation Amount, per its Rate Schedule set forth in **Exhibit B**, is all inclusive and includes, but is not limited to, salaries or wages plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits, and similar contributions and benefits.

**E. City's Project Manager**

The City's Project Manager is Steve Adams. The City shall give Consultant prompt written notice of any redesignation of its Project Manager.

**F. Consultant's Project Manager**

Consultant's Project Manager is Tim Blackwood. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such redesignation. Consultant's Project Manager shall not be redesignated without the 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 shall be promptly furnished.

**G. Project Information**

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

**H. Duty to Inform**

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the Project or any portion thereof, any nonconformance with the federal, state or local law, rule or regulation, or has any objection to any decision or order made by 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.

**I. Consultant Is Independent Contractor**

- I.1 Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under **Section D** of this Agreement.

Consultant will be responsible to solely determine the manner and means of accomplishing the end result of Consultant's Services, and the City does not have the right to control or interfere with the manner or method of accomplishing said results. The City, however, will have the right to specify and control the results of Consultant's work.

- I.2 The City understands and agrees that Consultant may request that some consulting services be performed on the Project by persons or firms other than 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. For all work performed under subcontract to Consultant, as approved by the City under this subsection, Consultant shall only charge compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in **Exhibit B**, unless documented and approved in writing by modification to Consultant's Rate Schedule, per **Section R** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

- I.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 specifically agreed to in writing by the City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this **Section I** and meet the same insurance requirements of Consultant under this Agreement.

- I.4 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 becomes 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 pay such claim to the person furnishing the labor, materials, or services and charge the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

- I.5 Consultant must comply with all wage and hour laws.

- I.6 Consultant shall make all required workers compensation and medical care payments, on time, as they come due.

- I.7 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries,

benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item, 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 is based.

- I.8 No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the grounds of sex, gender, race, color, creed, marital status, age, disability, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

## J. Indemnity and Insurance

- J.1 Consultant acknowledges responsibility for liability arising out of Consultant's performance of this Agreement, and shall hold the City harmless and indemnify the City from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct provided pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by 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 and reimburse the City for any and all costs and damages suffered by the City resulting from Consultant's failure to adhere to the standards of performance and care described in **Subsection J.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. Except as provided above, the City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit, or claim resulting from the City's negligent acts, omissions, errors, or willful or reckless misconduct provided pursuant to this Agreement, or from the City's failure to perform its responsibilities as set forth in this Agreement, as governed by ORS Chapter 30. The provisions of this Section shall survive termination of this Agreement.

### J.2 Consultant's Standard of Care and Insurance Requirements.

- J.2.1 Standard of Care: In the performance of professional services, Consultant shall use that degree of care and skill ordinarily 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.

J.2.2 Insurance Requirements: Consultant shall maintain insurance 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.

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

a. *Commercial General Liability Insurance*

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement. The following minimum insurance amounts will be carried:

<i>Coverage</i>	<i>Limit</i>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Each Occurrence	2,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	25,000

b. *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.

c. *Business Automobile Liability Insurance*

If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

d. *Workers' Compensation Insurance*

Consultant 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 or employees that are exempt 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.



*e. Insurance Carrier Rating*

Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

*f. 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.

*g. Additional Insured Endorsements*

The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. The following is included as additional insured: The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers. Except professional liability and worker's compensation coverage, all policies shall provide an Additional Insured Endorsement.

- J.2.3 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. In the event a dispute arises between the City and Consultant for which Consultant has obtained insurance, the maximum amount that may be withheld by the City for all such claims shall be no more than the amount of the applicable insurance deductible. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect through any warranty period.

**K. Early Termination**

- K.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:
- K.1.1 By mutual written consent of the parties;
  - K.1.2 By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; and
  - K.1.3 By Consultant, effective upon seven (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.
- K.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 at both law and equity for breach of contract, Consultant shall be liable for all costs and damages incurred by

the City in procuring such similar service, and this Agreement shall be in full force to the extent not terminated.

- K.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.
- K.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 O**, for which Consultant has received payment or the City has made payment. The City retains the right to elect whether or not to proceed with actual construction of the Project.

**L. Suspension of Work**

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

**M. Subcontractors and Assignments**

- M.1 Unless expressly authorized in **Exhibit A** or **Section I** of this Agreement, Consultant shall neither subcontract with others for any of the work prescribed herein, nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City. Work 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. Consultant acknowledges such services 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 services performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.
- M.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.

**N. 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.

**O. Property of the City**

- A. Originals or certified copies of the original 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. Consultant may keep copies of work performed but shall not use the work for any other purpose except, upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Consultant will not be liable to the City for any claim arising out of the City's re-use of the 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 for purposes other than this Project.
- B. 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.

**P. Law of Oregon**

This Agreement shall be governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapter 279A and 279C 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.

**Q. Adherence to Law**

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

**R. Modification/Change Orders**

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 D** of this Agreement, or changes or modifies the Scope of Services 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 a Change Order. Consultant's failure to submit such written request for modification in the form of a Change Order 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 Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Price. The Change Order must be signed and dated by both Consultant and the City before the Change Order may be implemented.

#### S. 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: Steve Adams, Interim City Engineer  
City of Wilsonville  
29799 SW Town Center Loop E.  
Wilsonville, OR 97070

To Consultant: Tim Blackwood, Principal Geotechnical Engineer  
Hart Crowser, Inc.  
8910 SW Gemini Drive  
Beaverton, OR 97008

#### T. 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.

#### U. Miscellaneous / General

##### U.1 Time of the Essence

The parties agree that time is of the essence of this Agreement.

##### U.2 Attorney Fees

In the event any suit, action, arbitration, or other proceeding, of any nature whatsoever, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys, paralegals, accountants, and other experts fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in

addition to all other amounts provided by law. This provision shall also cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

**U.3 Nonwaiver**

Any failure to enforce any provision of this Agreement will not be deemed a waiver of the right to enforce that provision or any other provision of this Agreement.

**U.4 Severability**

If any provision of this Agreement is found to be void or unenforceable, 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.

**U.5 Entire Agreement**

This Agreement, including all documents attached to this Agreement and all documents incorporated by reference herein, represents the entire agreement between the parties.

**U.6 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.

IN WITNESS WHEREOF, the parties, by their signatures below, enter into this Agreement this \_\_\_\_ day of February, 2012.

CONSULTANT

CITY OF WILSONVILLE

Hart Crowser, Inc.  
(Name of Firm)

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

By: Michael Bailey  
(Print Name) MICHAEL BAILEY

(Print Name) \_\_\_\_\_

As Its: CEO

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

Employer I.D. No. 91-0918895

APPROVED AS TO FORM  
this \_\_\_\_ day of February, 2012.

ATTESTED TO:

\_\_\_\_\_  
City Attorney  
City of Wilsonville, Oregon

\_\_\_\_\_  
Sandra C. King, MMC, City Recorder  
Date: \_\_\_\_\_

ATTACHMENTS

**EXHIBIT A  
SCOPE OF SERVICES**

**EXHIBIT B  
BILLING RATE SCHEDULE**

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**ATTACHMENTS**

**EXHIBIT A  
SCOPE OF SERVICES**

**EXHIBIT B  
BILLING RATE SCHEDULE**

# "EXHIBIT A

## APPENDIX A SCOPE OF WORK BEOECKMAN ROAD RECONSTRUCTION

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### SCOPE OF WORK BEOECKMAN ROAD RECONSTRUCTION WILSONVILLE, OREGON

#### PROJECT UNDERSTANDING

The Boeckman Road extension was constructed in 2006/2007 from the vicinity of Boberg Road to the connection at Tooze Road across the Sealy Ditch and Coffee Creek. After the roadway was opened the areas near the Coffee Creek Bridge approaches were observed to settle excessively creating undesirably steep grades across the approach slabs to the bridge and impacting the existing culverts and wildlife crossings. Additional significant settlement is anticipated. The City of Wilsonville (City) contracted with Pacific Geotechnical and now Hart Crowser, Inc. (through acquisition of Pacific Geotechnical) to evaluate the cause of the settlement. That work was completed and the City has contracted with Hart Crowser for geotechnical design and construction management services for a pre-load program through the City's purchase order # 003970, dated October 20, 2011. Hart Crowser has completed a draft report and drawings for the pre-load and presented them to the City.

The City has asked that Hart Crowser prime the roadway reconstruction design and construction phase services for the project. The reconstruction area will include a portion of Boeckman Road from approximately 200 feet west of the bridge to approximately 450 feet east of the bridge, not including the bridge. The additional services to be provided will include coordination of the geotechnical design and civil design drawings for the pre-load drawings along with full civil design, survey and traffic management documents for reconstruction. The design generally includes restoring the roadway to its original design, restoring wildlife crossings and storm drains, evaluating specific structural components of the bridge, and coordinating temporary and permanent utilities through the area. Construction phase services for the pre-load are included in this Scope of Work (SOW) and in the existing purchase order. Construction phase services for the reconstruction phase of the work are included in this SOW.

The design team will include Hart Crowser, Inc. for geotechnical and project management, OTAK, Inc., for civil and structural engineering, Mackay and Sposito for survey services, and DKS for traffic management. Our detailed SOW is provided below.

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### KEY ISSUES

The following key issues will be addressed in the design of the Boeckman Road Reconstruction:

#### *Geotechnical*

- Finalize plans for pre-loading the project area, and coordinate the geotechnical design with the necessary civil, survey and traffic components of the work.
- Pre-load design shall not violate the conditions of the existing environmental permits.
- Duration of pre-load will be determined by settlement readings and geotechnical analysis. Duration may need to be extended based on amount and rate of actual settlement.

#### *Engineering*

- Develop plans for relocating or protecting existing features during the pre-load phase.
- Analyze impacts of pre-load to existing bridge abutment and amphibian wall to maintain integrity of existing bridge and walls during pre-load and reconstruction.
- Coordinate with private utility companies to determine location and condition of existing infrastructure, relocation or protection requirements to maintain service during pre-load and reconstruction, and requirements during reconstruction.
- Develop modifications to bridge approach slab and railing.
- Develop plans for modifying or reconstructing existing critter crossings, box culverts, and storm infrastructure.
- Develop plans for reconstructing Boeckman Road to the original alignment and grade.
- Identify needed temporary construction easements.

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### **Traffic**

- Develop detour plans for traffic during the closure of Boeckman Road.
- Develop plans for replacing existing illumination within the reconstruction area.

### **Environmental**

Coordinate with permit agencies to identify conditions of existing permits and allowable construction activities and impacts to stay within the requirements of the existing permits.

### **Public Involvement**

- Support City Staff in preparing for and attending City Council work sessions to update the Council on project progress and impacts.

## **GENERAL ASSUMPTIONS**

1. This contract is based on 18 months of services as defined in the SOW and project schedule. It is anticipated that some months will have no activity due to waiting time for surcharge settlement, mobilization of equipment, etc. Work beyond the project schedule, or delays in performing services, are not included in this contract.
2. One construction bid package to be prepared covering both the Pre-load phase and Reconstruction phase.
3. The Consultant will support the City with graphics and project information for presentation to City Council at scheduled workshops through the duration of the project. City to provide at least 10 working days notice prior to deadlines for providing information to Council.
4. Client coordination meetings will be at City of Wilsonville offices, unless otherwise identified.
5. Consultant design team coordination meetings will be at OTAK's Lake Oswego office, unless otherwise identified.
6. Fees for permits are not included.

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7. The bridge over Coffee Creek will not be impacted by the reconstruction of Boeckman Road. The approach slabs and railing connections may need to be modified to meet the new roadway grades.
8. There is no Federal or State funding or involvement associated with this project.
9. Project activities will be completed within the limits of the existing environmental permits. Obtaining new permits is not included in this scope of work.
10. Graphics-based deliverables—Unless otherwise specified, Consultant shall develop survey maps, design plans, and other drawings using the AutoCAD 2010 platform, and provide deliverables in an electronic format fully compatible with Agency's current version (in place at time of NTP) and in PDF format.
11. Non-graphics-based deliverables—Consultant shall prepare and submit electronic deliverables in format compatible with Microsoft Windows XP based platforms running Microsoft Office 2007 software including MS Word, MS Excel, MS PowerPoint, and MS Project (2003). The City may designate an FTP site for submittal of electronic deliverables.
12. The City of Wilsonville to provide electronic files (AutoCAD format) of as-built plans of previous construction project.

### PROJECT TASKS

#### ***Task 1 – Project Management and Coordination***

The Consultant will provide continuous project management throughout the duration of the project. The major objective of this task is to oversee schedules and budgets and establish lines of communication between the City, agencies, stakeholders, and the Consultants. This includes the work necessary to guide and direct overall processes and team members. It includes managing production efforts, administering the contract, monitoring progress, and directing quality control (QC) activities. For the purposes of this SOW, it is assumed the duration of this design phase from Notice to Proceed (NTP) to project closeout will be up to 18 months.

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### 1.1 Project Coordination

Consultant will schedule and coordinate the work of the design team within this SOW and will maintain liaison and coordination with the City Project Manager. Consultant's Project Manager (CPM) shall communicate with City regarding the status of work being performed and to discuss issues or concerns that may impact the project. The CPM shall monitor the project budget and expenditures. The CPM shall review and maintain the project schedule and discuss any anticipated changes with the City. The CPM will be the primary point of contact for the design team.

Consultant will provide leadership, direction, and control of the team's production efforts. Consultant will provide day-to-day administration of the project contract, including scheduling, monitoring, controlling, and reporting progress on project activities including:

- Program, coordinate, and supervise team's project work.
- Direct team with regard to execution of overall project activities.
- Maintain liaison and coordination with City staff.
- Monitor project budget.
- Prepare, maintain, and update the project schedule. This includes:
  - One baseline schedule
  - Two schedule updates: approximately every 6 months
- Coordinate with all subconsultants and review all work products to assure quality and timeliness of all deliverables.

#### Assumptions:

- Project duration for this SOW is assumed to be up to 18 months.
- The project schedule will be updated up to two times during the total project development process.

#### Deliverables:

- Baseline Microsoft Project 2003 project schedule (one printed copy).
- Up to two updated schedules of the Microsoft Project 2003 baseline schedule.

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### 1.2 Project Meetings

Consultant will prepare for, facilitate, and attend meetings as identified below in coordination with the City Project Manager. Consultant shall prepare meeting agendas and draft meeting notes for each meeting, which shall include draft action items and record of any decisions from the meetings. Consultant shall provide the final summary notes to City for incorporating comments from meeting attendees.

#### ***Task 1.2.1 – Kick-Off Meeting***

Consultant shall prepare for, facilitate, and attend one (1) Project Kick-Off meeting shortly after NTP.

##### **Assumptions:**

- The kick-off meeting will be held at the City's office in Wilsonville.

#### ***Task 1.2.2 – City Meetings***

Consultant shall prepare for, facilitate, and attend up to six (6) meetings with City staff during design development.

##### **Assumptions:**

- City Meetings will be at the City of Wilsonville offices.

#### ***Task 1.2.3 – Consultant Team Meeting***

Consultant shall prepare and conduct up to six (6) team meetings with appropriate members of the consultant team to coordinate project elements and maintain the project schedule. Meetings will be held on an 'as-needed' basis throughout the course of project design.

##### **Assumptions:**

- Consultant team meetings will be held at the OTAK office in Lake Oswego.

#### ***Task 1.2.4 – Submittal Review Meetings (30%, 90%, and Final PS&E)***

The Consultant will attend up to three (3) submittal review meetings with the City PM to review comments and modifications requested by the City and other agencies. Each review meeting will be attended two weeks after each submittal.

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The 30% submittal meeting will be a review meeting to discuss anticipated procedures for placing the pre-load, impact to utilities, compliance with environmental permits and infrastructure to be replaced. There will not be a formal plan submittal at the 30% design level.

### Assumptions:

- Submittal Review Meetings will be at the City of Wilsonville offices. The City will provide a meeting room.
- The City will provide a conformed set of review comments for the 90% and 100% plans (provided by City staff and other review agencies). Conflicting comments between reviews will be resolved by the City prior to the review meetings.

### Deliverables:

- Meeting agendas and meeting summaries for each meeting.
- Draft and final summary notes in electronic format (PDF and Word).

### 1.3 City Council Work Sessions

Consultant will prepare for and participate in up to two (2) work sessions/briefings with City of Wilsonville City Council (WCC), or alternative body deemed appropriate by the City PM.

### Assumptions:

- Presentation materials will consist of up to four (4) 24x36 display boards. PowerPoint slides of the graphics will be provided.
- The City will schedule and facilitate the meetings.

### Deliverables:

- Preparation for and attendance at up to two (2) WCC work sessions.
- Presentation materials as described above.

### 1.4 Monthly Invoices and Progress Reports

Consultant shall prepare monthly billing invoices. The monthly billing invoices will include a project status report that summarizes the activities completed that month and compares the budget with the actual amount spent to date.

### Assumptions:

- Project duration for this SOW is assumed to be up to 18 months.

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### Deliverables:

- Monthly invoices and progress reports as needed (18 maximum).

### **Task 2 – Survey and Mapping**

#### **2.1 Data Collection**

Prior to performing any field work, Consultant will review existing project files for available data pertaining to existing horizontal and vertical control, survey and deed records, easements, as-built drawings and data, and existing utility information. For areas within the revised alignment where this data has not been obtained, Consultant will research and acquire the additional documents and information. Using the "One-Call" utility locating service, all utilities with systems in the project area will be requested to mark their underground facilities.

### Deliverables:

- "One-Call" utility locating service notice

#### **2.2 Project Control**

A project control network was established around the perimeter of the project area in 2006. Permanent control monuments will be recovered and used during multiple phases of the project, including construction, post-construction as-builts and right-of-way monumentation. Any densification of the project control required to complete work tasks will be constrained to the 2006 network and the observations will be incorporated into a least squares adjustment. Adjusted observations will meet criteria for chi-square test at the 95% confidence level. Horizontal control is based upon the Oregon Coordinate System of 1983, North Zone. Vertical control is based upon the North American Vertical Datum of 1988.

### Deliverables:

- Coordinates and descriptions of control points
- Files for network points in electronic format
- Field notes

#### **2.3 Topographic Survey and Design Base Mapping**

The existing features at the tie-in points at each end of the reconstructed section will be surveyed for a distance of 100 feet beyond the tie-in point to provide adequate information for a smooth connection. The consultant will mark the right of way centerline and right-of-way limits for use by the geotechnical field



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work at the start of the project. Consultant will develop the survey design base map and include all existing features within the project area including site improvements, roadways, overhead and underground utilities, culverts, critter crossings, stormwater planters, grade breaks, trees, flagged wetland boundaries, and any other features which may be impacted by the reconstruction. The Digital Terrain Model (DTM) for additional mapped areas shall be merged to the design base DTM and its accuracy verified using independently measured confidence points.

### **Assumptions:**

Mapping will be provided in AutoCAD 2010 format.

### **Deliverables:**

- Mark the right of way centerline, stationing and r/w limits for geotechnical work at beginning of project.
- Base mapping (topography and terrain data)
- Utility maps gathered from utility companies
- Survey field notes
- DTM

## **2.4 Right-of-Way Mapping**

Right of Way and property lines will be established using the survey from the original roadway design utilizing the same control point. No additional field work or research will be completed. The linework for the previously established right of way and property lines will be merged into the topographic survey to complete the base map.

### **Assumptions:**

- The legal descriptions and easements developed for the initial construction of Boeckman Road will be utilized to obtain renewed easements for the project. No additional work for legal descriptions or easements is included in this scope

### **Deliverables:**

- Right-of-Way base map

## **2.5 Project Control and Right-of-Way and Surveys**

A Project Control and Right-of-Way and Monument Recovery Survey (pre-construction survey) will be prepared and filed with the Clackamas County

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Surveyor. The survey will show and describe all project control and recovered monumentation, conforming to the requirements of ORS 209.150 and 209.155. Additionally, those monuments searched for but not recovered will be identified. A Project Control and Right-of-Way Boundary and Centerline Monumentation Survey (post-construction survey) will be prepared and filed with the Clackamas County Surveyor. The survey will show and describe all project control and the points which define the new right-of-way boundary and centerline as described in ORS 209.155. These right-of-way points will be referenced with City approved survey monuments.

### **Deliverables:**

- Project Control and Right-of-Way and Monument Recovery Survey (Pre-Construction ROS)
- Project Control and Right-of-Way Boundary and Centerline Monumentation Survey (Post Construction ROS)

### **2.6 Settlement Monitoring**

Consultant will monitor settlement along the project area during the pre-load phase and prepare weekly reports of measured settlement. Consultant will provide survey data for not more than 10 monitoring points. Readings will be taken three times per week for the first week, one time per week for the remainder of the first month, then two times per month for the second month, and one time per month for the remaining 6 months for a total of 8 months of monitoring. Settlement readings will be presented in spreadsheet format with incremental and total settlement presented for each point.

### **Deliverables:**

- Settlement data with weekly updates in Excel format
- Report showing the settlement data signed by a Professional Land Surveyor (PLS)

## **Task 3 – Environmental Services**

### **Task 3.1 Agency Coordination and Meeting**

A meeting will be arranged with City of Wilsonville in order to identify conditions of existing permits and acceptable project construction impacts within the existing permit approvals (i.e., Section 404/Removal-Fill and Endangered Species Act). This meeting will also seek to identify the possibility of competing requirements of agency permits and seek a path to resolving any such conflicts.

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### Assumptions:

- Consultant will make every effort to arrange the meeting to include all parties at one time. If an agency is unable to attend a meeting, the Consultant will make follow-up contacts to identify specific conditions of the corresponding permit.
- This meeting will establish the allowable project footprint for the pre-load phase and reconstruction phase.

### Deliverables:

- Draft and final meeting minutes summarizing environmental permit conditions and allowable construction activities under each permit. (one electronic file)

### Task 3.2 Animal Crossing Impacts Coordination

- A meeting will be arranged with USACE, and DSL to determine if settlement induced by pre-loading will result in unacceptable impacts to the existing critter crossings. Parameters for critter crossing design will be discussed and potential measures to rehabilitate or reconstruct the existing critter crossings after the pre-load phase.

### Task 4 – Utility Coordination

Consultant shall perform utility coordination and reporting in accordance with the process outlined below.

#### 4.1 Utility Coordination Kick-off Meeting

The Consultant shall provide project materials and facilitate a kick-off meeting with utility companies having facilities within the project limits. The meeting will cover an introduction of the project team, general overview and intent of the project, a draft schedule of design and construction schedule, general design information pertinent to the project, protocol for communication and distribution of project materials, and general discussion of issues and concerns related to utility coordination.

### Assumptions:

- Meeting will be held at City of Wilsonville's office. City will provide a conference room.
- Meeting is limited to 2 hours.

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- Utility companies will provide as-built drawings of their systems to the Consultant in a timely manner.
- Meeting minutes will be delivered to the City within 7 working days of the meeting.
- Distribution of meeting minutes will be done after City approval.

### **Deliverables:**

- Project contact list
- Meeting minutes

### **4.2 Utility Data Collection**

If private utility providers plan to leave their facilities within the reconstructed area throughout construction, the private utilities will be required to pothole the location of their utilities after the pre-load phase has been completed. The consultant will develop an initial potholing plan to identify the location of potential conflicts between public and private utilities for use by each private utility.

The Consultant will field tie the utility pothole locations.

Consultant shall document the pothole information in the project base mapping and provide this information to all utility companies for the purpose of resolving utility conflicts. A summary of the utility pothole data will be tabulated in a spreadsheet.

### **Assumptions:**

- Utilities will provide as-built drawings and supplemental data of their systems to the Consultant in a timely manner.
- Work outlined above will be based on as-built information and field locates provided by the utility companies.

### **Deliverables:**

- Project base map showing pothole information
- Field ties of utility pothole locations.

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### 4.3 Utility Notification and Coordination

Consultant shall notify all utilities within the project area through the Oregon Utility Notification Center (811 or 1-800-332-2344).

Consultant will provide plans to the utility providers during the Project development at 90%, and Final PS&E levels of completion.

Consultant shall review utility system as-builts to compare to actual field survey.

Consultant shall coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities during the pre-load phase and identifying an acceptable location for installation during road reconstruction.

Consultant shall, for each utility required to relocate during the pre-load phase, issue a letter (Notice of Utility Conflict) to the utility informing them of the need to relocate/adjust the utility facility.

Consultant shall, prior to the advance (90 percent) design, coordinate one 2-hour meeting with the utility agencies to discuss the status and resolution of utility relocation and the schedule for relocation.

Consultant shall, prior to the submittal of the final PS&E materials, coordinate one 2-hour meetings with the utility to discuss the status and resolution of utility relocation, unresolved issues, and proposed draft construction schedule.

Consultant shall review and provide written approval of each utility's relocation plan.

Consultant shall provide utilities that are relocating facilities with a formal "Relocation Time Requirements" letter, with a copy provided to City of Wilsonville construction project manager.

#### **Assumptions:**

- The City will analyze and coordinate for utility reimbursements with respect to existing physical locations and existing right-of-way/easements.
- The City will develop the overall Timing and Status Report for utility relocation and will coordinate any required reimbursement of cost directly with the Utility providers.

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- Meetings will be held at the City's office. The City will provide conference rooms for the meeting.
- Meetings are limited to 2 hours.

### **Deliverables:**

Consultant shall provide:

- Notice of Utility Conflict to each utility with apparent utility conflicts.
- Copy of Notice of Utility Conflict letters to the City.
- Letters of approval of each utility's relocation plan and "Relocation Time Requirements" letters to each utility agency.
- Copy of letters of approval of each utility's relocation plan and "Relocation Time Requirements" letters to the City construction project manager.
- Meeting summaries for three coordination meetings.

### ***Task 5 – Geotechnical Investigation and Report***

Included in current PO # 003970

### ***Task 6 – Storm Drainage Analysis***

This task is limited to replacing the existing stormwater infrastructure impacted by the pre-load and induced settlement of the existing roadway. Existing culverts, critter crossings and stormwater conveyance system will be left in place during the preload process. Catch basins will be covered to prevent granular fill from entering the existing system.

#### **Assumptions:**

- The existing storm sewer will be replaced in the same configuration as the current design.
- Culverts will be replaced to the same size and grade as currently in place.

Existing catch basins, culverts, storm piping and other infrastructure may be salvaged for reinstallation at the design location and elevation after the pre-load phase.

- It may be possible to leave the large box culvert critter crossings in place and extend the walls vertically to accommodate the reconstructed roadway. This option will be investigated further in the design process.

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- The existing critter wall will be left in place during the pre-load and reconstruction process.
- No further stormwater design documentation will be required.

The Consultant will conduct the one site visit needed for proposed storm drain design. Consultant shall perform a preliminary review of stormwater elements that will be impacted by the pre-load and induced settlement.

### **Deliverables:**

- Memorandum for Stormwater Impacts and Replacement Methodology (one printed copy, one electronic PDF file).

## **Task 7 – Traffic Engineering**

### **7.1 Signage and Striping Design**

Consultant shall prepare 90% and 100% designs for signing/striping for the Boeckman Road reconstruction that will match the existing signing in place. Existing signs will be removed and reused to the maximum practical extent.

### **Deliverables:**

- 90% signing/striping design plans (three plan sheets and three detail sheets) and construction cost estimate and special provisions
- 100% (final PS&E) signing/striping design (three plan sheets and three detail sheets) and construction cost estimate and special provisions

### **7.2 Illumination Design**

Consultant shall prepare 90% and 100% designs for roadway lighting for the Boeckman Road reconstruction. The location of the existing street lights will be replicated in the reconstruction. Illumination design will consist of identifying the required conduit and wire sizing to support the lighting system.

Special provisions for conduit and wiring will be provided at the 90% and 100% submittals. A total of three plan sheets plus two detail sheets will be provided. All roadway lighting design will meet applicable ODOT and Clackamas County standards.

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### Deliverables:

- 90% illumination design (two plan sheets and two detail sheets) and construction cost estimates and special provisions
- 100% (final PS&E) illumination design (two plan sheets and two detail sheets) and construction cost estimates and special provisions

### 7.3 Traffic Control Plans

Traffic control plans will be limited to road closure and detour plans for closing the subject section of Boeckman Road. It is anticipated that through traffic will be prohibited between 95th Avenue and 110th Avenue.

The detour route will be discussed with the City at the 30% design meeting and will be shown in the 90% Plans. The City owns four portable, changeable message signs that may be used in conjunction with the detour plan.

### Deliverables:

- 90% traffic control during construction plans (four plan sheets) and construction cost estimate and special provisions
- 100% (final PS&E) traffic control during construction plans (four plan sheets) and construction cost estimate and special provisions

### ***Task 8 – Conceptual Design (30% Design)***

#### **Roadway**

Based on the geotechnical design for the roadway pre-load, the consultant will develop a project approach for addressing the reconstruction of Boeckman Road after the pre-load phase. Conceptual design will include:

- Proposed approach to removing existing improvements, protecting those left in place and which features will be reconstructed.
- Project risks to be addressed
- Coordination Issues
- Proposed Schedule



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### Structures

As part of the pre-load, induced settlement, and reconstruction process the consultant will investigate potential impacts to the existing bridge, impact panels, critter wall and box culverts.

- Investigate potential impact of down drag forces on the existing bridge pile foundations. Develop recommendations for mitigating potential impacts.
- Investigate impacts to bridge structure, abutment, and wing walls due to pre-load and reconstruction. Coordinate with geotechnical design to develop recommendations for mitigating impacts including the potential use of light weight fill material next to the bridge.
- Investigate potential for vertically extending large box culverts to accommodate reconstructed road grades.

### Design Standards

- American Association of State Highway and Transportation Officials (AASHTO) Load Resistance Factor Design (LRFD) Bridge Design Specifications
- Oregon Department of Transportation (ODOT) Bridge Engineering, Bridge Design & Drafting Manual
- Oregon Department of Transportation (ODOT) Geo-Environmental Manual, Chapter 13; Retaining Structures
- Oregon Standard Drawings, 2008
- Oregon Standard Specifications for Construction, 2008
- AASHTO 2004 Green Book (A Policy on Geometric Design of Highways and Streets)
- City of Wilsonville Roadway Standards

### Deliverables:

- Structural Impacts Evaluation memo.

### Assumptions:

- Horizontal alignment and lane configurations for the reconstructed roadway will match the previous design plans.

### Deliverables:

- Consultant shall provide Concept Level roll map showing proposed design at a 1"=40' scale unless noted otherwise.

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### 8.1 30% Design Package

Consultant shall complete and assemble the following 30% design documents:

- Preliminary Pre-Load Plan showing project limits
- Structures Impacts Evaluation Memo developed in Task 8.
- Draft Geotechnical Report described in Task 5
- Preliminary Easement assessment described in Task 9.

#### **Deliverables:**

- Consultant meet with shall distribute plan sets, construction cost estimate, and preliminary design reports to the City DTD (one printed copy, one electronic PDF file).

### ***Task 9 – Construction Plans, Specifications, and Estimate***

Consultant shall complete a single construction plan set, special provisions, and cost estimate covering both pre-load and reconstruction phases of the project. It is the City's desire to advertise the project for construction bids by June 1, 2012. The Plans, Specifications, and Estimate will be submitted at the 90%, and Final Plan stages. Cost estimates and construction specifications, and construction schedule will be prepared for each plan set as described in this task.

Consultant shall advance the design of the Pre-load and Reconstruction phase consistent with the design criteria, geotechnical design, and structural mitigation identified in the 30% design phase.

Consultant shall submit plan sets, Specifications, and construction cost estimate to City.

*Note: City will coordinate plan reviews and return consolidated comments to Consultant for resolution.*

### **9.1 90% Plans, Specifications, and Estimate**

Consultant shall advance the design of the 90% Plans, Specifications and Estimate consistent with the design criteria agreed upon during the 30% Concept Design. Consultant shall develop the sheets for this task as close as possible to the sheet descriptions provided below. The plans shall be complete

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to a level needed to describe construction with details to convey general project intent. Some structural details may be omitted as specific design element may still be under development.

90% Plans, on 11" x 17" sheets, shall include:

- Title sheet and index - not to scale - one (1) sheets.
- Typical sections - not to scale - up to two sheets.
- Details - not to scale - up to two sheets.
- Pre-load Site Preparation and Utility protection plan sheets - 1"=40' - up to two sheets.
- Erosion and Sediment Control Plans - 1" = 40' - up to two sheets.
- Geotechnical data sheet - not to scale - one sheet.
- Grading Surcharge / Monitoring Plan - up to two sheets
- Structural Plans for Surcharge Load and details - 1" = 20' - up to two sheets.
- Traffic control/detour plans - 1" = 100' - up to three sheets.
- Reconstruction Site Preparation and Utility relocation plan sheets - 1"=40' -- up to two sheets
- General construction plans and profile sheets - 1" = 40' - up to four sheets.
- Structural Design Plans and details - 1" = 20' - up to four sheets.
- Landscaping plans and details - 1" = 40' - up to two sheets.
- Illumination Plans and details - 1"=40' - up to two sheets
- Signing and Striping Plans and details - 1" = 40' - up to two sheets.

*Note: The estimated total number of plan sheets for this Project is 33*

Consultant shall develop the Engineer's Estimate based on 90% Construction Plans.

### **Deliverables:**

- 90% Plans - two printed copies and one electronic file.
- Draft Special Provisions, one printed copy and one electronic file
- 90% Construction Cost Estimate two printed copies and one electronic file.

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### 9.2 100% Plans Specifications and Estimate (PS&E)

After receiving City of Wilsonville comments on the 90% submittal, the Consultant shall advance the 90% plan set to a PS&E level of completeness.

Consultant shall make modifications to the plans and specifications to address 90% Plan review comments received from the City. Consultant's appropriate Design Professionals shall stamp and sign plan sheets and specifications. The Final Plans must include all plan elements required for the construction bid package.

Consultant shall produce the final documents in a "camera ready" format for printing (prior to submittal, Consultant shall confirm gray shaded areas on plans are dark enough for image duplication). Pay item identified on the project plans must have a corresponding specification that states the method of measurement and payment for that pay item.

Consultant shall prepare the final bid schedule.

#### **Assumptions:**

- Printing and distribution of the bid documents will be completed by the City

#### **Deliverables:**

- 11" x 17" Final Plans - two printed copies and one electronic PDF file
- Special Provisions in Microsoft Word format (for inclusion in City prepared Project Specifications - one printed copy and one electronic file.
- Construction Cost estimate - two printed copies one electronic file.
- Construction Schedule - two printed copies one electronic file.

### **Task 10 – Bid Assistance**

#### **10.1 Bid Assistance**

The CPM shall serve as the point of contact for questions regarding the bid documents and the bid process. Consultant shall assure that all responses are consistent. Consultant shall record all questions and responses in writing and at the end of each day and deliver the resulting written document to the City. The City will disseminate this information to bidders.

Consultant shall perform these services within City's procurement policies and procedures, administrative rules, and statutes.

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Consultant shall, during the bidding process beginning at advertisement, manage communications with Contractors and suppliers in a manner that assures that no Contractor or supplier is provided with information not in the bidding documents that could provide a bidding advantage or disadvantage.

Consultant shall prepare a written log to document conversations and questions asked by Contractors and/or suppliers and the answers provided to them.

Consultant shall prepare a summary of the communications at the close of the bidding period.

Consultant shall provide bid addendum to address minor construction document clarifications that arise during the bidding process.

Consultant shall prepare up to two addenda within City procurement policies and procedures, administrative rules and statutes.

### **Assumptions:**

- The City will prepare bid tabulations

### **Deliverables:**

- Written daily communications
- Written log of conversations questions and answers.
- Up to two bid addenda (City will issue and distribute all addenda).

## ***Task 11 – Construction Support***

### **11.1 Pre- Construction Conference**

Consultant will attend the pre-construction conference to answer questions from the contractor and provide input regarding design and construction questions. The pre-construction conference will be scheduled and led by the City.

### **11.2 Shop Drawing and Submittal Review**

Consultant will review construction shop drawings and working drawings submitted either electronically or in paper form by the City. The Consultant will 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 City. The Consultant will maintain one record copy of each submittal and return two copies of marked up shop drawings to the City. If the submittal is made electronically, one PDF copy of the reviewed submittal will be returned to the

## APPENDIX A

City for distribution. The construction contract number will be included on all shop drawing reviews.

It is anticipated that the following submittals will be reviewed during the course of construction: Drainage structures (manholes and inlets) shop drawings, structural elements, including amphibian wall repair and bridge abutment and impact slab repair/modifications, illumination system, and landscaping / irrigation submittals. (Assumes up to 20 submittals under this task)

### **Deliverables:**

Review of submittals and shop drawings (paper or PDF)

### **11.3 Consultation During Construction**

Consultant will provide consultation and technical services regarding design issues raised during construction of the Project. The Consultant shall provide written responses to Requests for Information (RFI's) to the City. The design consultation will occur only as required and may be ongoing throughout the Project.

Upon request by the City during construction, the Consultant shall:

- Clarify construction contract documents.
- Respond to field inquiries.
- Engage the services of the Engineer of Record on all matters involving design changes.

### **Deliverable:**

- Written documentation to Consultant of responses to Consultant inquiries within 2 business days of inquiry, unless other delivery date is agreed to by Consultant. (Assumes up to 10 RFI's under this task)

### **11.4 Design Modifications (Contingency Task)**

If Consultant or City determines that design modifications may be necessary, Consultant shall discuss potential changes with Engineer of Record prior to verbally agreeing on changes with City or preparing the appropriate contract change order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the City, the Consultant will work with the Engineer of Record to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary contract change order

## APPENDIX A

documents (CCO, Extra Work Order or State Force Order) to make them a part of the construction contract. Change Orders may include, but are not limited to, modification to the plans, specifications, and contract time.

### **Deliverables:**

- Design details, prepared and/or approved by the Engineer of Record, for appropriate changes to Project design, submitted to Consultant at date agreed to when work was requested.
- Draft Contract Change Order documents with supporting documents (cost estimate and justification) submitted to Consultant at date agreed to when work was requested.

### ***Task 12 – Construction Staking***

Consultant will work with the selected contractor and will meet a maximum of a two (2) day time period to have a construction staking field crew at the project site. Staking will include placing stakes at a pre-defined interval as requested by the contractor for the pre-load and a maximum of ten (10) monitoring points. Hubs and Stakes will be established at a pre-defined interval as requested by the contractor for a maximum of 800 linear feet of curb, sidewalk, and amphibian wall and subgrade (blue tops) along with eight (8) storm culverts or critter crossings, twelve (12) drainage structures, and six (6) light posts.

### **Deliverables:**

- Cut sheets will provided to contractor and the City of Wilsonville Engineering Staff
- Survey field notes

### ***Task 13 – As-Built/Record Drawings***

All site improvements will be located to develop an as-built base map which will include all the roadways, curb, sidewalk overhead and underground utilities, culverts, critter crossings, stormwater drainage structures and any other features which may have been constructed. This will also incorporate the existing right of way or any dedicated right of way and design information that cannot be field verified.

### **Deliverables:**

- As-built drawings printed on mylar drawing film developed to the City of Wilsonville's standards
- Survey field notes

**Appendix A**

**Boeckman Road Reconstruction**

*Fee Estimate*

*Hart Crowser*

*Project # 1590047*

**Boeckman Road Reconstruction**

<i>Firm</i>	<i>Description</i>	Total Hours	Labor \$	Direct Exp \$	Total	Design	Const. Support
HC	Geotechnical/Lead	507	\$58,650	\$4,000	\$62,650	\$48,370	\$14,280
OTAK	Civil/Structural	1298	\$138,634	\$2,000	\$140,634	\$100,806	\$39,828
DKS	Traffic	157	\$14,115	\$100	\$14,215	\$14,215	
M&S	Survey	710	\$91,368	\$800	\$92,168	\$55,610	\$36,558
	Mark up on Subs	10%	\$24,412	\$290	\$24,702	\$17,063	\$7,639
<b>TOTAL</b>		<b>2,672</b>	<b>\$327,179</b>	<b>\$7,190</b>	<b>\$334,369</b>	<b>\$236,064</b>	<b>\$98,305</b>

EXHIBIT 13



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**Boeckman Road Reconstruction**

Fee Estimate

Hart Crowser

Project # 1590047

Task	Description	PIC	PM/Egr II	Egr I	Staff II	Staff I	Tech II	Tech I	CAD	Project Admin Asst	Total Hours	Total Budget by Task
<b>1</b>	<b>Project Management and Coordination</b>											
	Project Management and Coordination	24	24							6	54	\$6,900
	Project Meetings (17)	44	24							17	85	\$10,350
	City Council Work Sessions (2)	8								4	12	\$1,360
	Monthly Status Reports and Invoices	12	24							12	48	\$5,460
<b>3</b>	<b>Environmental Services</b>											
	Agency Coordination Meeting (1)	4								2	6	\$680
	Construction Stormwater Permit (1200-c)										0	\$0
	Animal Crossing Impacts Coordination										0	\$0
<b>4</b>	<b>Utility Coordination</b>											
	Utility Kick Off Meeting	4								2	6	\$680
	Utility Data Collection										0	\$0
	Utility Notification and Coordination										0	\$0
<b>5</b>	<b>Geotechnical Investigation and Report</b>											
	In current PO										0	\$0
<b>8</b>	<b>Conceptual Design (30%)</b>											
	30% Design Package	8	8						8	4	28	\$3,000
<b>9</b>	<b>Construction Plans, Specifications, and Estimate (PS&amp;E)</b>											
	90% PS&E	10	8	16		12			8	4	58	\$6,350
	100 % PS&E	10	8	16		12			8	4	58	\$6,350
	QA / QC										0	\$0
<b>10</b>	<b>Bid and Award Support Services</b>											
	Questions During Bidding	8	16								24	\$3,240
<b>11</b>	<b>Construction Support</b>											
	Pre-Construction Conference	4	4							4	12	\$1,300
	Shop Drawings and Submittal Review	8	8	8						8	32	\$3,560
	Consultation During Construction	4	16		8					4	32	\$3,700
	Design Modifications (Contingency)	4	16		8					4	32	\$3,700
<b>12</b>	<b>Construction Staking</b>										0	\$0
<b>13</b>	<b>As-Built / Record Drawings</b>	4	8							8	20	\$2,020
	<i>Total Hours</i>	156	164	40	16	24	0	0	24	83	507	
	<i>Billing Rate</i>	\$145.00	\$130.00	\$120.00	\$105.00	\$95.00	\$80.00	\$70.00	\$75.00	\$50.00		
	<i>Total Labor Cost</i>	\$22,620	\$21,320	\$4,800	\$1,680	\$2,280	\$0	\$0	\$1,800	\$4,150		\$58,650
	<i>Direct Expenses</i>											\$4,000
	<b>Project Total</b>											\$62,650

Appendix A

**Boeckman Road Reconstruction**

Fee Estimate

Otak, Inc.

**Boeckman Road Reconstruction**

Task	Description	Sr. PIC	CE VII	CE V	Engr Designer I	Engr Tech III	CE II	LS Arch IV	LS Tech I	Project Admin Asst	Contract Admin	Total Hours	Total Budget by Task
<b>1</b>	<b>Project Management and Coordination</b>												
	Project Management and Coordination	16	24	8						4	4	56	\$7,956
	Project Meetings (17)	8	48	24	10		24	4		4		122	\$14,462
	City Council Work Sessions (2)	8	16				8			4		36	\$4,736
	Monthly Status Reports and Invoices	8	20							14	4	46	\$5,560
<b>2</b>	<b>Surveying and Mapping</b>												
	Data Collection		2		8							10	\$822
	Project Control											0	\$0
	Topographic Survey and Design Base Mapping											0	\$0
	Right of Way Mapping											0	\$0
	Right of Way Surveys											0	\$0
	Legal Descriptions for Easements		2		4							6	\$546
	Settlement Monitoring											0	\$0
<b>3</b>	<b>Environmental Services</b>												
	Agency Coordination Meeting		8				4					12	\$1,440
	Animal Crossing Impacts Coordination	2	4		2							8	\$1,074
<b>4</b>	<b>Utility Coordination</b>												
	Utility Coordination Kick Off Meeting	2	6		8					2		18	\$1,894
	Utility Data Collection				4							4	\$276
	Utility Notification and Coordination	2	12		20					2		36	\$3,532
<b>5</b>	<b>Geotechnical Investigation and Report</b>												
	Geotechnical Coordination	2	4		16							22	\$2,040
<b>6</b>	<b>Storm Drainage Analysis</b>		4				32			4		40	\$3,692
<b>7</b>	<b>Traffic Engineering</b>												
7.1	Signage and Striping Design		2		2							4	\$408
7.2	Illumination Design		2		2							4	\$408
7.3	Traffic Control Plans		2		2							4	\$408
<b>8</b>	<b>Conceptual Design (30%)</b>												
	30% Design Package	4	16	40	32	16		4		4		116	\$11,812
<b>9</b>	<b>Construction Plans, Specifications, and Estimate (PS&amp;E)</b>												
	90% PS&E	4	16	50	60	28	8		16			182	\$16,854
	100 % PS&E	4	16	30	40	12	6		8			116	\$11,218
	QA / QC		24					4				28	\$3,660
<b>10</b>	<b>Bid and Award Support Services</b>												
	Questions During Bidding		16	16	16			8				56	\$6,008
<b>11</b>	<b>Construction Support</b>												

Appendix A

Boeckman Road Reconstruction

<i>Task</i>	<i>Description</i>	Sr. PIC	CE VII	CE V	Engr Designer I	Engr Tech III	CE II	LS Arch IV	LS Tech I	Project Admin Asst	Contract Admin	<i>Total Hours</i>	<i>Total Budget by Task</i>
	Pre-Construction Conference		4	4								8	\$1,016
	Shop Drawings and Submittal Review		24	40	40			8				112	\$11,600
	Consultation During Construction	8	32	32	24			4				100	\$11,788
	Design Modifications (Contingency)	6	24	24	24							78	\$8,940
<b>12</b>	<b>Construction Staking</b>											0	\$0
<b>13</b>	<b>As-Built / Record Drawings</b>	2	8	8	24	32						74	\$6,484
	<i>Total Hours</i>	76	336	276	338	88	82	32	24	38	8	1298	
	<i>Billing Rate</i>	\$198.00	\$135.00	\$119.00	\$69.00	\$75.00	\$90.00	\$105.00	\$62.00	\$68.00	\$81.00		
	<i>Total Labor Cost</i>	\$15,048	\$45,360	\$32,844	\$23,322	\$6,600	\$7,380	\$3,360	\$1,488	\$2,584	\$648		\$138,634
	<i>Direct Expenses</i>												\$2,000
	<b>Project Total</b>												\$140,634

**Appendix A**

**Boeckman Road Reconstruction - Traffic**

*Fee Estimate*

*DKS Associates*

**Boeckman Road Reconstruction**

<i>Task</i>	<i>Description</i>	Project Manager	Project Engineer	Principal in Charge	Tech	<i>Total Hours</i>	<i>Total Budget by Task</i>
<b>7</b>	<b>Traffic Engineering</b>						
7.1	Signage and Striping Design	4	22	1	12	39	\$3,460
7.2	Illumination Design	6	34	1	16	57	\$5,040
7.3	Traffic Control Plans	5	30	1	15	51	\$4,495
7.4	Meetings	6	4			10	\$1,120
<b>11</b>	<b>Bid and Award Support Services</b>						
	Questions During Bidding						
	<i>Total Hours</i>	21	90	3	43	157	
	<i>Billing Rate</i>	\$130.00	\$85.00	\$170.00	\$75.00		
	<i>Total Labor Cost</i>	\$2,730	\$7,650	\$510	\$3,225		\$14,115
	<i>Direct Expenses</i>						\$100
	<b>Project Total</b>						<b>\$14,215</b>

Appendix A

**Boeckman Road Reconstruction - Survey**

*Fee Estimate*

*MacKay & Sposito*

**Boeckman Road Reconstruction**

<i>Task</i>	<i>Description</i>	Project Manager	Land Surveyor III	Land Surveyor II	Land Surveyor I	Survey Technician	2-Person Survey Crew	3-Person Survey Crew	Admin Assistant (Clerical)	<i>Total Hours</i>	Filing Fees	<i>Total Budget by Task</i>
<b>2</b>	<b>Surveying and Mapping</b>											
	Data Collection			4	8	8				20		\$1,652
	Project Control		2		8	4	4			18		\$1,826
	Topographic Survey and Design Base Mapping	4	5		25	40	45		4	123		\$13,510
	Right of Way Mapping				4					4		\$340
	Right of Way Surveys	8	16	80			32			136	2	\$15,408
	Settlement Monitoring	8	6	48			98		4	164		\$22,074
<b>12</b>	<b>Construction Staking</b>	6	6			35		88		135		\$22,544
<b>13</b>	<b>As-Built / Record Drawings</b>	4	6			60		40		110		\$14,014
		30	41	132	45	147	179	128	8	710		
		\$126.00	\$105.00	\$95.00	\$85.00	\$74.00	\$160.00	\$211.00	\$49.00			
	<i>Total Labor Cost</i>	<i>\$3,780</i>	<i>\$4,305</i>	<i>\$12,540</i>	<i>\$3,825</i>	<i>\$10,878</i>	<i>\$28,640</i>	<i>\$27,008</i>	<i>\$392</i>			<i>\$91,368</i>
	<i>Direct Expenses</i>										<i>\$400</i>	<i>\$800</i>
	<b>Project Total</b>											<b>\$92,168</b>