

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
CHARBONNEAU HIGH PRIORITY UTILITY REPAIR
(CIP #2500 & #7500)**

This Professional Services Agreement (“Agreement”) is made and entered into on this _____ day of _____, 2015 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Wallis Engineering, PLLC, LLC**, a Washington limited liability company (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Term

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder (“Services”) are completed and accepted, unless earlier terminated in accordance herewith. Except in the event of an extension of time, agreed to in writing by the City, all Services must be completed by no later than June 30, 2018.

Section 2. Consultant’s Services

2.1. Consultant shall diligently perform the Services according to the requirements and deliverable dates identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Charbonneau High Priority Utility Repair Project (“Project”). Maps of Charbonneau showing designated work locations are attached hereto as **Exhibit B**.

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

signature, stamp, or initials of Consultant's authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Services given by Consultant's Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

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

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

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

Section 3. Compensation

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed THREE HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS (\$366,273) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Change Order to be executed between the City and Consultant.

3.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of 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 C**. Compensation above the amount shown in **Subsection 3.1** above requires a written Change Order, executed in compliance with the provisions of **Section 16**.

3.3. Unless expressly set forth on Consultant's Rate Schedule as a reimbursable expense item that is not included in the Compensation Amount of **Subsection 3.1**, or as an additional charge for which a written Change Order has been approved, in accordance with **Subsection 3.2** and the requirements of **Section 16**, Consultant shall only be entitled to the Compensation Amount specified in **Subsection 3.1**.

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

3.5. The City will be responsible for the direct 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 covered by **Exhibit A**.

3.6. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, office expenses, and all other indirect and overhead charges.

Section 4. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project to those employees or subcontractors subject to payment of prevailing wages. Wage rates for this Project are those published by BOLI effective January 1, 2015, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following web address: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 5. City's Responsibilities

The scope of the City's responsibilities, including those of the City's Project Manager, are also 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.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

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

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Duty to Inform

If, at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or Scope of Services, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 10. Subcontractors and Assignments

10.1. Some services may be performed by persons other than Consultant, provided that Consultant advises the City of the names of such subcontractors and the services 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). The City has agreed to Consultant's use of Compass Land Surveyors and Iron Horse Group as subcontractors on this Project. 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.

10.2. 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.

Section 11. Consultant Is Independent Contractor

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

11.2. Consultant has requested that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the 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 Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 16** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's

subcontractors also comply with and be subject to the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

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

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit C** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

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

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

Section 13. Indemnity and Insurance

13.1. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance

by the City, its Project Manager, or any City employee of documents or other Services performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. 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.

13.2. Consultant's Standard of Care and Insurance Requirements.

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

13.2.2. Insurance Requirements: Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies of insurance maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

13.2.2.1. Commercial General Liability Insurance. Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

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

13.2.2.3. 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 **\$2,000,000**.

13.2.2.4. 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 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.

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

13.2.2.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both on-going operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO form CG 2404 or its equivalent shall be provided. The following is included as additional insured: The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers. An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of

any termination or major modification of the insurance policies required hereunder.

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

13.3. 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. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

14.1.2. 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

14.1.3. 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.

14.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time

period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

14.3. 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.

14.4. 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 18**, 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.

Section 15. Suspension of Services

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

Section 16. 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 3** 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 Compensation Amount. The Change Order must be signed and dated by both Consultant and the City before the Change Order may be implemented.

Section 17. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years, unless within that time the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 18. Property of the City

18.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

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

Section 19. Notices

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

To City: City of Wilsonville
 Attn: Zach Weigel
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Wallis Engineering, PLLC, LLC
 Attn: Adam Crafts
 215 W 4th Street, Suite 200
 Vancouver, WA 98660

Section 20. Miscellaneous Provisions

20.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

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

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

20.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

20.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapters 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.

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

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

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

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

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

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

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

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

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

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

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

20.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or

ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

CONSULTANT:

CITY:

WALLIS ENGINEERING, PLLC, LLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

ATTESTED TO:

Barbara A. Jacobson, Assistant City Attorney
City of Wilsonville, Oregon

Sandra C. King, MMC, City Recorder
City of Wilsonville, Oregon

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

**Charbonneau High Priority Utility Repair, Project #2500 & 7500
June 23, 2015**

WE #1402A

GENERAL SCOPE OF PROJECT

In 2014, the City of Wilsonville completed an extensive assessment of the Charbonneau District infrastructure, including the sewer, storm, water, and street utilities. Much of the utility infrastructure has been identified as deficient and is in need of repair and/or replacement. The Charbonneau Consolidated Improvement Plan (Plan) identified 15 high priority storm and sanitary sewers improvements in various areas of the District, which the City intends to complete over the next three years. This scope of work includes preliminary design, preparation of three separate contract documents, and construction phase services for these areas. Wallis Engineering (Consultant) will carry out the tasks associated with the anticipated milestones and detailed scope of work as discussed below.

Project Milestones

The anticipated project milestones are as follows:

1. Consultant Notice to Proceed	July 2015
2. Draft Preliminary Design and Project Grouping	October 2015
3. Public Open House	November 2015
4. Final Grouping and 90% Design	January 2016
5. Final Design and Bidding Assistance – Project #1	March 2016
6. Construction Support – Project #1	August 2016
7. Final Design and Bidding Assistance – Project #2	March 2017
8. Construction Support – Project #2	August 2017
9. Final Design and Bidding Assistance – Project #3	December 2017
10. Construction Support – Project #3	June 2018

The anticipated contract completion date is June 30, 2018.

SPECIFIC SCOPE OF WORK

The projects will be completed with the following tasks and their associated subtasks:

Task 1	Project Management and Administration
Task 2	Preliminary Design, Public Involvement and Phasing
Task 3	Final Design and Bidding Assistance – Projects #1
Task 4	Construction Support – Projects #1
Task 5	Final Design and Bidding Assistance – Projects #2
Task 6	Construction Support – Projects #2

Task 7 Final Design and Bidding Assistance – Projects #3

Task 8 Construction Support – Projects #3

Projects #1-3 discussed in this scope will be made up of SR-1 through SR-15 as listed in the Charbonneau High Priority Utility Repair Project Information sheet, originally presented in Attachment B of the RFQ request. This list is attached to this scope of work.

The attached list of locations and existing and proposed lengths will be evaluated by the consultant with input from the public through a public open house as discussed in Subtask 2.8, and divided into three separate project groupings that will make up Projects #1-3. Any location not on this list will be considered to be out-of-scope and will require a supplemental scope of work before evaluation of the location by the consultant.

Task 1 Project Management and Administration

Task 1 Objective. Provide project management and administration for work associated with each project. This task includes technical and financial management for the project.

Task 1 Approach:

- 1.1 Project Kick-Off Meeting.** The consultant will meet with City Staff and stakeholders' representatives to introduce the project, identify contacts and roles, discuss objectives, and decision points. An agenda and meeting summary will be provided.
- 1.2 Project management and coordination.** The consultant will provide comprehensive project management to ensure the scope, schedule and budget are met.
 - 1.2.1** Provide a point of contact person for the City while coordinating with the project team.
 - 1.2.2** Provide maintenance of a comprehensive schedule which will include individual task milestones and duration.
 - 1.2.3** Monthly progress reports will be submitted with invoices. Monthly progress reports will include task level budget status and schedule status. Billings will be invoiced by task and will include staff classification, hourly rate, and hours charged to the project.

Task 1 Assumption:

- The contract spans a 36 month period.
- Two hours per month is allotted to work described under Task 1.2.

Task 1 Deliverables:

- Monthly progress reports will be submitted with invoices
- Kickoff Meeting Agenda and Minutes
- Updated Schedule, as needed

Task 2 Preliminary Design, Public Involvement and Phasing

Task 2 Objective. Complete data collection, preliminary design of improvements, public outreach, and phasing plan for proposed improvements.

2.1 Review Existing Data. Review available background information relating to this project. The anticipated information, provided by the City in electronic format, includes:

- City of Wilsonville 2014 Public Works Standards and detail drawings
- Charbonneau Consolidated Improvement Plan
- Asbuilt record drawing information, as available
- Other pertinent information requested by the Consultant, as available

2.2 Public Information Materials. The Consultant will prepare presentation boards, comment forms, and a presentation for one public open house after the draft 60% design review comments have been issued by the City. The open house will provide the opportunity for the public to submit feedback on proposed groupings of repair locations into separate construction packages, which will then be used to determine the final grouping.

Subtask 2.2 Assumptions:

- City staff will schedule and host the meeting.
- Presentation materials will utilize content and graphics produced under other tasks.

Subtask 2.2 Deliverables:

- Public Open House meeting materials to include meeting agenda, 34” by 72” graphic boards displaying each of the three project areas mounted to foam core boards plus two additional boards as needed (5 total), double-sided 11” by 17” folded informational handouts (100 copies), project presentation in PowerPoint format, and public comment sheets (100 copies). Draft materials will be provided 5 business days in advance of the meeting.

2.3 Public Open House. The Consultant present the public information materials prepared under Task 2.2 and provide written responses to the comments to the City. with by the meeting attendees. The event will be scheduled and hosted by others. The Consultant will document submitted comments, provide written responses to comments, and will provide copies of these responses to the City.

Subtask 2.3 Assumptions:

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

Subtask 2.3 Deliverables:

- Written summary of meeting, including copies of submitted comment cards, documentation of comments submitted and written response to submitted comments

2.4 Pipeline Video Inspection & Connection Verification.

2.4.1 Pre video Inspection Meeting. The Consultant and subconsultant Iron Horse will attend a pipeline video inspection and connection verification scoping meeting with the City to discuss the process by which pipeline lateral connections and the associated property or structure being serviced will be determined.

2.4.2 Mainline Cleaning and Video Inspection. Iron Horse will conduct a video inspection of each section of storm and sanitary sewer mains within the project area. Prior to video inspection, the Iron Horse will clean each section of pipeline to be video inspected in accordance with Wilsonville Public Works Standards (Section 401.6.02.a).

2.4.3 Sanitary and Storm Lateral Locate and Video Inspection. Iron Horse will video inspect and locate each sanitary sewer and storm lateral to the row or a minimum of 20 feet beyond the edge of pavement or curb. Markers will be installed at lateral connections and at the termination of the lateral inspection. Each lateral marker will be labeled, photographed, and surveyed.

2.4.4 Post Video Inspection Meeting. The Consultant and subconsultant Iron Horse will attend a pipeline video inspection and connection verification summary meeting to discuss the extents of the CCTV inspection work that was collected and clarify where the additional investigation needs to be collected by the City.

Subtask 2.4 Assumptions:

- Up to 8,800 LF of mainline inspection and cleaning is assumed.
- Up to 48 sanitary laterals and 60 storm laterals will be located and inspected.
- 8 days of traffic control set up included.
- 5 disposal dump fees included.
- The video inspection will be conducted in accordance with Wilsonville Public Works Standards (Section 401.6.02.d).
- Up to three passes with a high pressure jetter will be sufficient. If additional cleaning is required, the City will be notified.
- The City will provide a map with manhole and inlet numbers that will be used to identify structures in the report.
- The City will investigate status of unidentified or unassigned connections by performing service lateral locates, smoke testing, dye testing and potholing where necessary.
- Laterals that are obstructed by roots, pipe collapse, debris, or capped will be inspected to the extent possible.
- Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.

Subtask 2.4 Deliverables:

- Technical memorandum documenting the process by which pipeline lateral connections and the associated property or structure being serviced is determined
- Video inspection recorded in color DVD format and written inspection report for each section of utility pipeline
- Preliminary layout of all utility pipeline connections, identifying each property or structure served, including identification of connections abandoned, capped, or laterals requiring further investigation. To be updated as the status of unidentified or unassigned connections are determined by the City
- Agenda and meeting materials will be provided two (2) days prior to meeting date for Pipeline Inspection & Connection Verification Scoping and Summary Meetings

- Meeting minutes for Pipeline Inspection & Connection Verification Scoping and Summary Meetings

2.5 Topographic Surveying. The Consultant will perform topographic surveying services for design of each of the fifteen (15) high priority utility repair locations. The description of work and estimated cost for each area is described in the attached Description of Survey Work prepared by Compass Land Surveyors.

2.5.1 Topographic Survey

At a minimum, surveying services will include the following:

- 1) Establishing a horizontal and vertical survey control network
- 2) Reference the network and all mapping to City of Wilsonville approved vertical datum, NAVD 88 Datum.
- 3) Surveying and preparing a map showing the following:
 - a. Locations, rim elevations, and pipe invert elevations for all sanitary and storm structures within the project area. For water valves and meters, provide the location, box rim elevation, and top of valve nut elevation.
 - b. Utility poles, meters, and overhead wires, including heights
 - c. Located underground public utilities based on tone marks and irrigation systems
 - d. Edge of pavement and top face of curb
 - e. Fences, mailboxes, street lights, and trees
 - f. Striping and signage
 - g. Sidewalk, curb ramps, and driveways
 - h. Right of way and property boundary monuments where found
- 4) Survey data will be compiled in digital format and a digital terrain model will be created which can be used for design purposes.

Sub-subtask 2.5.1 Assumptions:

- The survey will include each project in a single CAD file.
- The City will obtain right-of-entry as needed for survey.
- GIS provided by the City will be used to show the approximate right-of-way, aligned with any property monuments found.
- Survey will be limited to 15 feet beyond the edge of pavement or curb line with the sanitary sewer project areas and 5 feet beyond for storm sewer project areas.

Sub-subtask 2.5.1 Deliverables:

- The Consultant will provide a digital terrain model in AutoCad format complete with all external references such that the DTM is fully usable by the City without additional software or reference data.

2.5.2 Easement Exhibits

Compass Land Survey will prepare easement exhibits for two properties as described in the attached Description of Survey Work.

Sub-subtask 2.5.2 Deliverables:

- Easement exhibit documents will be prepared for two properties.

Sub-subtask 2.5.1 Assumptions:

- City will provide title reports for easement properties and research private road easements.
- City will prepare easement documents, negotiate easements, and file easements.

2.6 Condition Assessment and Improvement Alternatives. The Consultant will perform a condition assessment and evaluate replacement or rehabilitation alternatives.

2.6.1 Existing Conditions Summary. Storm and sanitary sewer main conditions will be summarized in an Existing Conditions Map. Such a map will be prepared for each project area and will graphically show the following features:

- The existing sanitary and storm sewer horizontal alignment and slope.
- Sewer lateral horizontal alignments to the right of way
- Pipe deficiencies that may require correction prior to internal rehabilitation, which may include offset joints exceeding one inch, broken or collapsed pipe, heavy grease, heavy infiltration, heavy roots, protruding taps, and sags exceeding 25% of the pipe diameter and 1” in depth.
- Other existing utilities located within the project area
- Aerial background

2.6.2 Lateral Sewer and Manhole Conditions. Video inspection reports and video will be reviewed for the sanitary and storm lateral conditions. Surface inspection for manholes will be completed and documented, noting structural deficiencies, observed infiltration, or hydrogen sulfide corrosion. Lateral and manhole conditions will be summarized in a table, but will not be shown graphically.

2.6.3 Alternatives Analysis. Alternative construction methods for rehabilitation or replacement of the existing sewer mains and laterals will be evaluated to determine which method or methods may be preferred. It is anticipated that cured-in-place pipe rehabilitation, pipe bursting, and open excavation methods will be examined. This analysis will consider the ability to remove unacceptable deficiencies, impacts to traffic, impacts to adjacent utilities, construction feasibility, duration of work, need for bypass pumping, need for dewatering, and cost. Alternative horizontal alignments for the proposed sewer will also be considered. An alternatives analysis memorandum will be prepared summarizing the recommended improvements for each area for City review and outlining the design criteria for the improvements. A final memorandum will be prepared that incorporates the City’s input.

Subtask 2.6 Assumptions:

- Evaluation of hydraulic capacity and soil conditions are not included in this scope of work.
- The City will be notified if further analysis or investigations are recommended.

Subtask 2.6 Deliverables:

- Existing Conditions Maps, 15 assumed
- Sanitary Lateral and Manhole Condition Summary, up to 46 sanitary laterals and 60 storm laterals assumed.
- Draft and Final Alternative Analysis Memorandum

2.7 Preliminary (60%) Design Documents. The Consultant will prepare a complete set of preliminary (60%) design plans and cost estimate for the fifteen (15) high priority utility repair locations. The preliminary plan set must include the following:

- 1) Sanitary Bypass Plan – 5 sheets
- 2) Sanitary Plan and Profile – 6 sheets
- 3) Storm Drainage Plan and Profile – 28 sheets
- 4) Construction Details – up to 4 sheets

Subtask 2.7 Assumptions:

- Plans and profile drawings will be scaled full size at 1"=20' H and 1"=5' V.
- Plan and profile sheets will be combined if space allows.
- City will provide a log of all preliminary (60%) plan review comments.
- The Consultant will update comment log by providing a response to each comment and submit with the Construction Phasing Technical Memorandum (Task 1.7).
- 60% plan review meeting will be held prior to submission of construction phasing plan.
- Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.

Subtask 2.7 Deliverables:

- Preliminary (60%) design plan set in half-size (11"x17") electronic (PDF) format
- Preliminary (60%) Engineer's construction cost estimate
- Agenda and meeting materials two (2) business days prior to meeting date for 60% plan review meeting.
- Meeting minutes for 60% plan review meeting.

2.8 Construction Phasing Plan. The Consultant will recommend a grouping of the fifteen (15) high priority utility repair locations into three (3) construction packages. The Consultant will submit recommended grouping to City for review and will update recommended grouping based on City comments to be included as part of the Public Open House (Subtask 2.3). Final recommended grouping will be based on comments from the Public Open House and City.

Subtask 2.8 Assumptions:

- The projects will be grouped by similar construction method and prioritized to completed open excavation work before trenchless rehabilitation work.
- The City will provide target construction cost limits to assist with grouping of projects.
- The phasing plan will be presented at the open house to incorporate feedback prior to finalizing.

Subtask 2.8 Deliverable:

- Draft and final technical memorandum identifying the scope of the three (3) construction packages and discussing the methodology for grouping the fifteen (15) high priority utility repair locations.

2.9 Advance (90%) Design Documents. The Consultant will prepare a complete set of advance (90%) design plans and cost estimate for each of the three (3) construction packages. In addition to the plan sheets from the preliminary plan set (Subtask 2.7), the advance (90%) plan set for each of the sets will include the following:

- 1) Cover Sheet
- 2) General Notes, Legend and Abbreviations
- 3) Erosion and Sediment Control Standards and Details
- 4) Erosion Control and Site Preparation Plan(s)
- 5) Bypass Pumping Plan(s) – up to 5 sheets total
- 6) Storm Sewer Plan and Profile Sheet(s) – up to 28 sheets total
- 7) Sanitary Sewer Plan and Profile Sheets (s) – up to 6 total
- 8) Temporary Protection and Direction of Traffic (as needed)
- 9) Signing & Striping (as needed)
- 10) Minor Landscape Restoration Plan (as needed and not prepared by Landscape Architect)
- 11) Project Specific Details - up to 4 sheets total
- 12) City of Wilsonville Standard Details
- 13) ODOT Standard Traffic Control Plans

Contract specifications will be prepared using the City's front end contract documents and ODOT's standard specifications as amended with City General Special Provisions and project specific special provisions.

City will add advance (90%) plan review comments to comment log. The Consultant will update comment log by providing a response to each comment and submit with final construction documents.

Subtask 2.9 Assumptions:

- City will prepare front end contract specifications.
- The Consultant will prepare Project Special Provisions for Project #1 based on ODOT 2015 Standard Specifications and the City's current General Special Provisions.
- City will provide standard Wilsonville Special Provisions for inclusion in the project special provisions in MS Word format. These incorporate all relevant specifications from the City's 2014 Public Works Standards GSP.
- City will add advance (90%) plan review comments to comment log.

Subtask 2.9 Deliverables:

- Preliminary (60%) comment log with the Consultant's responses to each comment
- Advance (90%) design plan set for each construction package in half-size (11"x17") electronic (PDF) format

- Advance (90%) project special provisions for Project #1
- Advance (90%) bid schedule and bid item descriptions for Project #1
- Advance (90%) Engineer's construction cost estimate for each construction package

Task 3 Final Design and Bidding Assistance – Project #1

Task 3 Objective. To provide final design and bidding assistance in the completion of the Project for the City.

3.1 Final Design Meeting. The Consultant will schedule, facilitate, and prepare agendas, meeting materials, and minutes for final design meeting after receipt of City advance (90%) review comments.

Subtask 3.1 Assumptions:

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

Subtask 3.1 Deliverables:

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

3.2 Final Design Documents. The Consultant will prepare a complete set of final design plans, project special provisions, and cost estimate for the Project.

Subtask 3.2 Assumptions:

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

Subtask 3.2 Deliverables:

- Updated comment log with the Consultant's responses to each comment
- Final engineering plan set for Project #1 in both full size (22"x34") and half-size (11"x17") electronic (PDF) format digitally stamped and signed by a Professional Engineer registered in the State of Oregon
- Final project special provisions for Project #1 in digital format
- Final bid schedule for Project #1 in digital format
- Final engineer's construction cost estimate for Project #1

3.3 Bidding Assistance. The Consultant will coordinate with City in the preparation of construction bid documents for Project #1. The Consultant will prepare response to potential construction contractor and supplier technical questions about the plans and specifications at the request of the City and will review all addenda necessary to clarify the construction bid documents.

Subtask 3.3 Assumption:

- The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process.

Subtask 3.3 Deliverables

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

Task 4 Construction Support – Project #1

Task 4 Objective. To provide construction and post-construction engineering support services in the completion of this Project for the City.

4.1 Preconstruction Services. The Consultant will attend the preconstruction meeting and provide technical review of submittals as requested by the City.

Subtask 4.1 Assumptions:

- City will provide primary inspection and construction management services.
- City will schedule, facilitate, and prepare meeting materials for the pre-construction meeting.
- The Consultant will complete up to 5 construction submittal reviews.

Subtask 4.1 Deliverables:

- Material submittal, RFI, COR review comments, as needed

4.2 Construction Engineering Services. The consultant will provide on-going construction engineering services to assist the City during construction. This may include attendance at a weekly meeting and or site visit, technical review Request for Information (RFI), and Change Order Requests (COR), and progress payment quantities. The consultant will also assist with a final inspection and review of a construction punch list.

An allotment for construction engineering and administration services has been included in the attached fee estimate and is based on an assumed 12 week on-site construction period. The allotment includes 6 hours per week for the project manager and 8 hours per week for the project engineer.

Subtask 4.2 Assumptions:

- Construction period will be 12 weeks or less.
- The Contractor will provide all construction staking and quality control testing.

Subtask 4.2 Deliverables:

- Weekly Project Meeting agendas two (2) business days prior to meeting date
- Weekly Project Meeting minutes
- Technical reviews as described above

4.3 Record Drawings. The Consultant will provide a topographic survey of the constructed improvements based on City of Wilsonville approved vertical datum, NAVD 88 Datum, including:

- 1) Locations, rim elevations, and pipe invert elevations for all constructed sanitary and storm structures within the project area
- 2) Location of sanitary and storm service lateral connections to mainline and existing service pipe

The Consultant will prepare a complete set of record drawings that reflect all changes made to the design during construction. Record drawings will include the “asbuilt” sanitary and storm service lateral invert elevation at the point of connection to the existing service lateral pipe. The preliminary asbuilt plan set will be used to conduct the punch list walkthrough.

Subtask 4.3 Assumptions:

- Record drawings will be based on the asbuilt survey and red-lined asbuilt drawings prepared by the contractor and review by the City.
- The City will sign off on the accuracy of the contractor’s redline drawings.
- Total fees from Compass Land Survey are evenly divided across the three projects. Actual fee will be based on actual projects included with each group.

Subtask 4.3 Deliverables:

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

4.4 Monument Record of Survey (Contingency Task). Compass Land Survey’s preliminary search identified eight project areas that have recorded centerline monuments. This task includes preparing a Pre and Post Construction Record of Survey to record and reestablish any monuments that are disturbed from the construction. For budget purposes, it is assumed that half of these areas may need monument record of survey and should be noted that the scope of this task will be based on the actual number of surveys needed when identified at the 90% design stage.

Subtask 4.4 Assumptions:

- Contingency task that would not be used unless specifically authorized by the City.
- Total fees from Compass Land Survey are evenly divided across the three projects. Actual fee will be based on actual projects included with each group.

Subtask 4.4 Deliverables:

- Up to eight records of survey and filing fees are included.

4.5 Post-construction Review Meeting. Meet with City to discuss construction project and identify changes to plan details or specifications for the next project.

Subtask 4.5 Assumptions:

- One meeting with City staff and phone conversation with contractor if needed.

Subtask 4.5 Deliverables:

- Meeting summary and list of recommended changes

Task 5 Final Design and Bidding Assistance – Project #2

Subtasks, assumptions and deliverables are the same as those in Task 3, Project #1

Task 6 Construction Support – Project #2

Subtasks, assumptions and deliverables are the same as those in Task 4, Project #1

Task 7 Final Design and Bidding Assistance – Project #3

Subtasks, assumptions and deliverables are the same as those in Task 3, Project #1

Task 8 Construction Support – Project #3

Subtasks, assumptions and deliverables are the same as those in Task 4, Project #1

Charbonneau High Priority Utility Repair - Project Information EXHIBIT A

Utility	Existing Size / Width (in / ft)	Existing Length (ft)	Proposed Size / Width (in / ft)	Proposed Length (ft)
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#SR-1 - 8000 Block of Fairway Drive

Fairway Drive				
Sewer	8	300	8	300
Storm	12	530	12	530

#SR-2 - Estates Post Road

Estates Post Road				
Sewer	8	240	8	240
Storm	10	200	12	200

Storm Easement				
Storm	10	140	12	140

#SR-3 - Mollala Bend SE

Mollala Bend SE				
Sewer	8	150	8	150
Storm	12	170	12	170

#SR-4 - French Prairie Dr. Near Del Monte Dr.

French Prairie Drive				
Sewer	10	505	10	505

Del Monte Drive				
Sewer	8	235	8	235

#SR-5 - 7300 & 7800 Block of Fairway Drive

Fairway Drive				
Storm	18	260	18	260
	15	270	15	270
	12	165	12	165

Storm Easement West				
Storm	12	170	12	170

#SR-6 - Armitage Road South

Armitage Road				
Storm	18	465	18	465

#SR-7 - Middle Greens Road

Middle Greens Road				
Storm	15	255	15	255

Lake Point Court (East)				
Storm	12	310	12	310

#SR-8 - Country View Loop

Country View Loop				
Storm	15	180	15	180

Country View Lane				
Storm	12	290	12	290

#SR-9 - Boones Bend Road

Boones Bend Road				
Storm	12	350	12	350

Winchester Way				
Storm	18	115	18	115

Utility	Existing Size / Width (in / ft)	Existing Length (ft)	Proposed Size / Width (in / ft)	Proposed Length (ft)
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#SR-10 - Arbor Lake Drive

Arbor Lake Drive				
Storm	12	320	12	320

Downs Post Road				
Storm	12	255	12	255

Bunker Post Court				
Storm	10	165	12	165

Arbor Lake Court				
Storm	12	215	12	215

#SR-11 - Armitage Road - North

Armitage Road				
Storm	12	230	12	230
	10	420	12	420

#SR-12 - Lake Drive

Lake Drive				
Storm	15	120	15	120
	12	200	12	200

#SR-13 - Country View Lane

Country View Lane				
Storm	12	690	12	690

#SR-14 - Juliette Drive

Juliette Drive				
Storm	12	330	12	330

Boones Bend Road				
Storm	30	225	30	225

#SR-15 - Louvonne Drive

Juliette Drive				
Storm	12	145	12	145

Boones Bend Road				
Storm	15	165	15	165

**CITY OF WILSONVILLE - CHARBONNEAU SANITARY
AND STORM SEWER IMPROVEMENTS PROJECT (WE#14025A)**

General Scope of Survey Services and Deliverables

Professional surveying services for research, field surveying, calculating and drafting to prepare a single AutoCad drawing, electronic format, showing the required features (per RFP Task 1.5 and as discussed in the kickoff meeting on June 15) for each of the 15 high priority utility repair locations. The final drawing coordinate base will be Oregon Coordinate Reference System Portland Zone for horizontal positions and NAVD'88 for elevations with all sites being located relative to this coordinate base. Services to be provided are broken into the following items but will vary from location to location:

- Topographic mapping
- Asbuilt survey
- Preparation of Easement Exhibit Documents
- Pre-Construction Record of Survey
- Post-Construction Record of Survey

Assumptions:

- Access to edges of golf course may be necessary to obtain GPS positioning of control of intermediate control points and it is assumed that this access will be obtained by the city.
- Right of way and property line locations will be depicted only in those areas where adequate monumentation is recovered.
- Construction improvements related to this project are anticipated to be limited to the travelled roadway between the existing curbs except in the two areas where improvements are planned along a property line on Sites 2 and 5.
- Limits of project sites will be marked by others prior to public utility locates and start of fieldwork.
- Anticipated scope of services needed for each site are based upon current information received from the client as well as preliminary survey records research and review. No site visit has been performed.
- Should a Pre-Construction Record of Survey be filed for any site and no monuments be disturbed during subsequent construction, a Post Construction Record of Survey would not be required. A Letter of findings in lieu of a Post Construction Record of Survey would be required by the county surveyor instead.
- Notification and Right of Entry to all affected property owners of the survey work will be performed by the City prior to the start of any survey work.
- It is assumed that no monuments exist in the roadways at Sites 1,3,6,7,9,14 and 15 and that it will not be necessary to search for and recover any monuments in these areas.
- Title reports and any related documents will be provided by the city.



- Easement Exhibit Documents shall consist of 1 legal description and 1 exhibit map to accompany the actual easement document. These documents will be prepared in ready to record format and provided to the city. It is assumed the city will be responsible for preparation and recording of the final easement document.
- No property lines, easement lines or right of way lines will be staked under this scope of work.
- The city will open expose all required water valves and manholes and will open any which are sealed prior to commencement of any survey work.
- It is assumed that only 4 sites will have Records of Survey performed on them in conjunction with construction activity related to this project
- Topographic mapping will extend 5 feet beyond the face of curb in areas where new storm lines are planned and 15 feet in areas where new sanitary mains are planned
- Property lines and right of way lines will be shown based upon GIS by the city except in the two areas where the storm lines are to be built between two existing lots (Sites 2 and 5)

Project #SR-1 8000 Block of Fairway Drive

This site will entail mapping of the right of way of Fairway Drive for approximately 650 LF (between Tax Lot 500 3 1W 25BC and Tax Lot 1500 3 1W 25BC). Preliminary research suggests no centerline monuments are present. It is uncertain if adequate right of way monumentation exists to define the right of way for this site. A Pre-Construction Record of Survey is not anticipated.

Topographic Mapping: \$3,540.00

Asbuilt Survey: \$570.00

Total Estimated Fee: \$4,110.00

Project #SR-2 Estates Post Road

This site will entail mapping of the right of way of Estates Post Road for approximately 500 LF (between Tax Lot 5100 3 1W 25AB and the north right of way line of Estates Court North) as well as a strip of land between Lots 53 and 54, Charbonneau Single Family East-Second Addition. Preliminary research suggests the presence of centerline monuments. We are assuming that centerline monuments are present and will be used for location of the right of way lines and the property line between Lots 53 and 54. A Pre-Construction Record of Survey and a Post-Construction Record of Survey is anticipated. A 10 foot drainage easement between Lots 53 and 54 was granted by the plat of Charbonneau Single Family East-Second Addition. It is assumed that additional easement documents are not needed for this site.

Topographic Mapping: \$3,800.00

Asbuilt Survey: \$570.00

Pre-Construction Record of Survey: \$2,600.00

Post-Construction Record of Survey: \$2,190.00

County Filing Fee for both surveys: \$800.00

Total Estimated Fee: \$9,960.00

Re-stake centerline monument boxes for contractor if required: \$450.00

Project #SR-3 Molalla Bend SE

This site will entail mapping of the right of way of approximately 200 LF of the cul-de-sac road in the southeast corner of Charbonneau Single Family-First Addition. Preliminary research suggests no centerline monuments are present. It is uncertain if adequate right of way monumentation exists to define the right of way for this site. A Pre-Construction Record of Survey is not anticipated.

Topographic Mapping: \$2,405.00

Asbuilt Survey: \$570.00

Total Estimated Fee: \$2,975.00

Project #SR-4 French Prairie Drive near Del Monte Drive

This site will entail mapping of the right of way of French Prairie Road approximately 300 feet each way from Del Monte Drive and will also include Del Monte Drive to the end of the cul-de-sac. Preliminary research suggests the presence of centerline monuments. We are assuming that centerline monuments are present and will be used for location of the right of way lines of French Prairie Drive and Del Monte Court. A Pre-Construction Record of Survey and a Post-Construction Record of Survey is anticipated.

Topographic Mapping: \$3,800.00

Asbuilt Survey: \$570.00

Pre-Construction Record of Survey: \$2,600.00

Post-Construction Record of Survey: \$2,190.00

County Filing Fee for both surveys: \$800.00

Total Estimated Fee: \$9,960.00

Re-stake centerline monument boxes for contractor if required: \$450.00

Project #SR-5 7300 & 7800 Block of Fairway Drive

This site will entail mapping of the right of way of Fairway Drive for approximately 650 LF (between Tax Lot 1800 3 1W 25BD and Tax Lot 3600 3 1W 25BC). Also included will be the right of way of Fairway Drive for approximately 300 LF south from the intersection of Arbor Lake Drive and Fairway Drive. It will also include mapping of a strip of land between lots 22 and 23, Fairway Estates at Charbonneau. Preliminary research suggests the presence of centerline monuments. We are assuming that centerline monuments are present and will be used for location of the right of way lines of French Prairie Drive and the property line between Lots 22 and 23. A Pre-Construction Record of Survey and a Post-Construction Record of Survey is anticipated. Easement exhibit documents are anticipated.

Topographic Mapping: \$5,150.00

Asbuilt Survey: \$870.00

Pre-Construction Record of Survey: \$2,600.00

Post-Construction Record of Survey: \$2,190.00

County Filing Fee for both surveys: \$800.00

Easement Exhibit Documents for 2 Properties: \$800.00

Total Estimated Fee: \$12,410.00

Re-stake centerline monument boxes for contractor if required: \$450.00

Project #SR-6 Armitage Road South

This site will entail mapping of the right of way of approximately 500 LF of Armitage Road between Molalla Bend Road and Estates Post Road. Preliminary research suggests no centerline monuments are present. It is uncertain if adequate right of way monumentation

exists to define the right of way for this site. A Pre-Construction Record of Survey is not anticipated.

*Topographic Mapping: \$3,050.00
Asbuilt Survey: \$570.00
Total Estimated Fee: \$3,620.00*

Project #SR-7 Middle Green Road

*This site will entail mapping of the apparent right of way of approximately 250 LF of Lake Point Court. It will also mapping of the roadway of approximately 350 LF of Middle Green Road between Charbonneau V and Charbonneau VI. These roads appear to be private roads. Right of way lines may therefore not exist. Preliminary research suggests the presence of centerline monuments in Charbonneau VI but it is assumed that the project will not extend past the boundary of Charbonneau VI. *It is uncertain if adequate right of way monumentation exists to define the right of way for this site. A Pre-Construction Record of Survey is not anticipated.**

*Topographic Mapping: \$3,650.00
Asbuilt Survey: \$570.00
Total Estimated Fee: \$4,220.00*

Project #SR-8 Country View Loop

This site will entail mapping of the right of way of County View Loop for approximately 250 LF westerly from its intersection with County View Lane. It will also include mapping of the right of way of County View Lane for approximately 300 south to Gate Post Court. Preliminary research suggests the presence of centerline monuments. We are assuming that centerline monuments are present and will be used for location of the right of way lines of Country View Loop and County View Lane. A Pre-Construction Record of Survey and a Post-Construction Record of Survey is anticipated.

*Topographic Mapping: \$3,800.00
Asbuilt Survey: \$570.00
Pre-Construction Record of Survey: \$2,600.00
Post-Construction Record of Survey: \$2,190.00
County Filing Fee for both surveys: \$800.00
Total Estimated Fee: \$9,960.00*

Re-stake centerline monument boxes for contractor if required: \$450.00

Project #SR-9 Boones Bend Road

*This site will entail mapping of the right of way of approximately 350 LF of Boones Bend Road northerly from the intersection with Winchester Way. It will also include mapping of approximately 150 feet of Winchester Way easterly from the intersection with Boones Bend Road. Winchester Way appears to be a private road. Right of way lines may therefore not exist. Preliminary research suggests no centerline monuments are present. *It is uncertain if adequate right of way monumentation exists to define the right of ways for this site. A Pre-Construction Record of Survey is not anticipated.**

*Topographic Mapping: \$3,650.00
Asbuilt Survey: \$570.00
Total Estimated Fee: \$4,220.00*

Project #SR-10 Arbor Lake Drive

This site will entail mapping of the right of way of Bunker Post Court. Also, Downs Post Road for approximately 250 east of Arbor Lake Drive. Also Arbor Lake Court for approximately 250 west of Arbor Lake Drive. Also, approximately 200 LF of Arbor Lake Drive south from the intersection with Arbor Lake Court. Preliminary research suggests the presence of centerline monuments. We are assuming that centerline monuments are present and will be used for location of the right of way lines of Bunker Post Court, Downs Post Road and Arbor Lake Court. A Pre-Construction Record of Survey and a Post-Construction Record of Survey is anticipated.

Topographic Mapping: \$5,340.00

Asbuilt Survey: \$870.00

Easement Exhibit Documents for 2 Properties: \$800.00

Total Estimated Fee: \$7,010.00

Re-stake centerline monument boxes for contractor if required: \$450.00

Project #SR-11 Armitage Road North

This site will entail mapping of the right of way of Armitage Road approximately 600 feet between French Prairie Road and Armitage Court East. Preliminary research suggests the presence of centerline monuments. We are assuming that centerline monuments are present and will be used for location of the right of way lines of French Prairie Drive and Del Monte Court. A Pre-Construction Record of Survey and a Post-Construction Record of Survey is anticipated.

Topographic Mapping: \$3,800.00

Asbuilt Survey: \$570.00

Total Estimated Fee: \$4,370.00

Re-stake centerline monument boxes for contractor if required: \$450.00

Project #SR-12 Lake Drive

This site will entail mapping of the right of way of Lake Drive for approximately 200 feet each way from the intersection of Fountain Lake Drive and Lake Drive. Preliminary research suggests the presence of centerline monuments. We are assuming that centerline monuments are present and will be used for location of the right of way lines of Lake Drive. A Pre-Construction Record of Survey and a Post-Construction Record of Survey is anticipated.

Topographic Mapping: \$3,080.00

Asbuilt Survey: \$570.00

Total Estimated Fee: \$3,650.00

Re-stake centerline monument boxes for contractor if required: \$450.00

Project #SR-13 Country View Lane

This site will entail mapping of the right of way of Country View Lane approximately 700 feet between the intersection of Wheatland Run with Country View Lane and proceeding northerly on Country View Lane to the intersection with the northerly end of Country View Loop. Preliminary research suggests the presence of centerline monuments. We are assuming that

centerline monuments are present and will be used for location of the right of way lines of Country View Loop. A Pre-Construction Record of Survey and a Post-Construction Record of Survey is anticipated.

Topographic Mapping: \$3,650.00

Asbuilt Survey: \$570.00

Total Estimated Fee: \$4,220.00

Re-stake centerline monument boxes for contractor if required: \$450.00

Project #SR-14 Juliette Drive

This site will entail mapping of the right of way of Boones Bend Road for approximately 150 LF between French Prairie Road and Fairway Drive. It will also include mapping of Juliette Drive westerly from French Prairie Road for approximately 300 LF. Juliette Drive appears to be a private road. Right of way lines may therefore not exist. Preliminary research suggests no centerline monuments are present. It is uncertain if adequate right of way monumentation exists to define the right of ways for this site. A Pre-Construction Record of Survey is not anticipated.

Topographic Mapping: \$2,860.00

Asbuilt Survey: \$570.00

Total Estimated Fee: \$3,430.00

Project #SR-15 Louvonne Drive

This site will entail mapping of the right of way of French Prairie Road for approximately 300 LF northerly from the intersection with Louvonne Drive. It will also include mapping of Louvonne Drive westerly from French Prairie Road for approximately 150 LF to the intersection with Riviera Drive. Louvonne Drive and Riviera Drive appear to be private roads. Right of way lines may therefore not exist. Preliminary research suggests no centerline monuments are present. It is uncertain if adequate right of way monumentation exists to define the right of ways for this site. A Pre-Construction Record of Survey is not anticipated.

Topographic Mapping: \$3,540.00

Asbuilt Survey: \$570.00

Total Estimated Fee: \$4,110.00



PRICE QUOTE

CCB 28397

DATE: June 16th 2015

CUSTOMER: Wallis Engineering

ATTN: Adam
 PHONE: 360-852-9164
 FAX:
 EMAIL: adams.crafts@walliseng.net

PROJECT: CHARBONNEAU HIGH PRIORITY UTILITY REPAIR

SALESPERSON	AVAILABILITY	SITE LOCATION:			TERMS
GARY REESE		CHARBONNEAU, WILSONVILLE OR			NET 30 DAYS
QUANTITY	DESCRIPTION		UNIT PRICE	U.O.M	AMOUNT
5,295	STORM 12"		\$ 1.99	FT	\$ 10,537.05
2,055	STORM 15" - 30"		\$ 2.05	FT	\$ 4,212.75
1,430	SEWER 8" - 10"		\$ 1.99	FT	\$ 2,845.70
108	Locate Laterals:		\$ 40.00	EA	\$ 4,320.00
60	Storm lateral launch		\$ 110.00	EA	\$ 6,600.00
48	Lateral Launch:		\$ 110.00	EA	\$ 5,280.00
	Disposal:				
5	Disposal @ PPV		\$ 309.60	DY	\$ 1,548.00
8	Traffic Control:		\$ 50.00	DY	\$ 400.00
	Excludes: Water and permits				

THIS QUOTE IS VALID FOR 90 DAYS
 Please note that \$220 was added to this fee to accommodate for meetings requested by the city in task 2.4.1.

Signature of Acceptance

SUBTOTAL	\$ 35,743.50
TAX RATE	N/A
SALES TAX	-
SHIPPING & HANDLING	
TOTAL	\$ 35,743.50

Please note: Interest will be charged at 1.5% per month

THANK YOU FOR YOUR BUSINESS!

Fee Estimate
City of Wilsonville Charbonneau High Priority Utility Repair
 WE #1402A
 June 23, 2015

TASK	Wallis Engineering Staff Estimated Hours											Staff Cost	Expenses	Subconsultants		Total Cost	
	QC	E1	E2	E3	E4	E5	E6	T1	TW	C1	Surveyor			CCTV			
Task 1	Project Management and Administration	\$198	\$155	\$144	\$126	\$103	\$96	\$86	\$96	\$86	\$71						
1.1	Project Kick-Off Meeting			6	8						4		\$2,156				\$2,156
1.2	Project Management and Coordination			36									\$5,184				\$5,184
1.2.1	Point of Contract Person			18									\$2,592				\$2,592
1.2.2	Maintain Schedule			18									\$5,148				\$5,148
1.2.3	Monthly Progress Reports										36		\$5,148				\$5,148
	TASK 1 SUBTOTAL	0	0	78	8	0	0	0	0	0	40		\$15,080	\$0	\$0	\$0	\$15,080
Task 2	Preliminary Design, Public Involvement, and Phasing																
2.1	Review Existing Data			8	12	40			24				\$9,088	\$101 (M)			\$9,189
2.2	Public Information Materials			12	4	8				6	2		\$3,714	\$500 (P)			\$4,214
2.3	Public Open House			6		8							\$1,688				\$1,688
2.4	Pipeline Video Inspection and Connection Verification																\$0
2.4.1	Pre Video Inspection Scoping Meeting			6		4							\$1,276	\$34 (M)	\$220		\$1,530
2.4.2	Main Line Cleaning and Video Inspection					12		18					\$2,784	\$34 (M)	\$21,498		\$24,316
2.4.3	Lateral Video Inspection					8		30					\$3,404	\$34 (M)	\$17,820		\$21,258
2.4.4	Post Video Inspection Summary Meeting			8		6							\$1,770				\$1,770
2.5	Topographic Surveying																
2.5.1	Topographic Survey			4		8		16	16				\$4,312	\$34 (M)	\$60,627		\$64,973
2.5.2	Easements			2					4				\$672		\$1,760		\$2,432
2.6	Condition Assessment and Improvement Alternatives																
2.6.1	Existing Condition Summary		8	10		30		30	60	6	2		\$14,768				\$14,768
2.6.2	Sanitary Lateral and Manhole Conditions			8		24		40					\$7,064	\$67 (M)			\$7,131
2.6.3	Alternatives Analysis			20		20		30		12	4		\$8,836				\$8,836
2.7	Preliminary (60%) Design Documents	8	12	32		43	16	86	86				\$29,669	\$67 (M)			\$29,736
2.8	Construction Phasing			6	8	16				6	2		\$4,178				\$4,178
2.9	Advance (90%) Design Documents	8	12	16	32	32	16	60	60	16	8		\$27,476	\$67 (M)			\$27,543
	TASK 2 SUBTOTAL	16	32	138	56	259	32	310	250	46	18		\$120,699	\$938	\$62,387	\$39,538	\$223,562
Task 3	Final Design and Bidding Assistance – Project #1																
3.1	Final Design Meeting			6				8					\$1,552	\$34 (M)			\$1,586
3.2	Final Design Documents	4		12	8	16	8	16	24	8	8		\$10,880				\$10,880
3.3	Bidding Assistance			5		8							\$1,544				\$1,544
	TASK 3 SUBTOTAL	4	0	23	8	24	8	24	24	8	8		\$13,976	\$34	\$0	\$0	\$14,010
Task 4	Construction Support – Project #1																
4.1	Preconstruction Services			8				8					\$1,840	\$34 (M)			\$1,874
4.2	Construction Engineering Services			12		72		0	0	0	0		\$9,144	\$1,008 (M)			\$10,152
4.3	Record Drawings			4		8			12		6		\$2,978	\$0	\$3,355		\$6,333
4.4	Monument Record of Survey			2		8		0	0	0	0		\$288	\$0	\$8,199		\$8,487
4.5	Post-Construction Review Meeting			6		8		0	0	0	0		\$1,688	\$0			\$1,688
	TASK 4 SUBTOTAL	0	0	32	0	88	0	8	12	0	6		\$15,938	\$1,042	\$11,554	\$0	\$28,534
Task 5	Final Design and Bidding Assistance – Project #2																
5.1	Final Design Meeting	0	0	6	0	0	0	8	0	0	0		\$1,552	\$34 (M)			\$1,586
5.2	Final Design Documents	4	0	12	8	16	8	16	24	8	8		\$10,880	\$0			\$10,880
5.3	Bidding Assistance	0	0	5	0	8	0	0	0	0	0		\$1,544	\$0			\$1,544
	TASK 5 SUBTOTAL	4	0	23	8	24	8	24	24	8	8		\$13,976	\$34	\$0	\$0	\$14,010
Task 6	Construction Support – Project #2																
6.1	Preconstruction Services	0	0	8	0	0	0	8	0	0	0		\$1,840	\$34 (M)			\$1,874
6.2	Construction Engineering Services	0	0	12	0	72	0	0	0	0	0		\$9,144	\$1,008 (M)			\$10,152
6.3	Record Drawings	0	0	4	0	8	0	0	12	0	6		\$2,978	\$0	\$3,355		\$6,333
6.4	Monument Record of Survey	0	0	2	0	8	0	0	0	0	0		\$288	\$0	\$8,199		\$8,487
6.5	Post-Construction Review Meeting	0	0	6	0	8	0	0	0	0	0		\$1,688	\$0			\$1,688
	TASK 6 SUBTOTAL	0	0	32	0	88	0	8	12	0	6		\$15,938	\$1,042	\$11,554	\$0	\$28,534
Task 7	Final Design and Bidding Assistance – Project #3																
7.1	Final Design Meeting	0	0	6	0	0	0	8	0	0	0		\$1,552	\$34 (M)			\$1,586
7.2	Final Design Documents	4	0	12	8	16	8	16	24	8	8		\$10,880	\$0			\$10,880
7.3	Bidding Assistance	0	0	5	0	8	0	0	0	0	0		\$1,544	\$0			\$1,544
	TASK 7 SUBTOTAL	4	0	23	8	24	8	24	24	8	8		\$13,976	\$34	\$0	\$0	\$14,010
Task 8	Construction Support – Project #3																
8.1	Preconstruction Services	0	0	8	0	0	0	8	0	0	0		\$1,840	\$34 (M)			\$1,874
8.2	Construction Engineering Services	0	0	12	0	72	0	0	0	0	0		\$9,144	\$1,008 (M)			\$10,152
8.3	Record Drawings	0	0	4	0	8	0	0	12	0	6		\$2,978	\$0	\$3,355		\$6,333
8.4	Monument Record of Survey	0	0	2	0	8	0	0	0	0	0		\$288	\$0	\$8,199		\$8,487
8.5	Post-Construction Review Meeting	0	0	6	0	8	0	0	0	0	0		\$1,688	\$0			\$1,688
	TASK 8 SUBTOTAL	0	0	32	0	88	0	8	12	0	6		\$15,938	\$1,042	\$11,554	\$0	\$28,534
	GRAND TOTAL	28	32	381	88	595	56	406	358	70	100		\$225,521	\$4,166	\$97,048	\$39,538	\$366,274

FEE SUMMARY			
Staff	Hours	Rate	Fees
QC - Quality Control	28	\$198	\$5,544
E1 - Engineer 1	32	\$155	\$4,960
E2 - Engineer 2 (PM)	381	\$144	\$54,864
E3 - Engineer 3	88	\$126	\$11,088
E4 - Engineer 4	595	\$103	\$61,285
E5 - Engineer 5	56	\$96	\$5,376
E6 - Engineer 6	406	\$86	\$34,916
T1 - Technician 1	358	\$96	\$34,368
TW - Technical Writer	70	\$86	\$6,020
C1 - Clerical 1	100	\$71	\$7,100
Total Fees from Staff			\$225,521
Subconsultant			Fees
Surveyor- Compass Land Surveyors			\$97,048
CCTV- Iron Horse Group			\$39,538
Total Fees from Subconsultants			\$136,586
NOTE: Fee includes 10% markup			
Expenses			Cost
Printing (P)			\$500
Mileage (M) at \$0.565/mi			\$3,666
Total Fees from Expenses			\$4,166
TOTAL BUDGET			\$366,273

Survey Cost Summary								
Project #	Anticipated Tasks			Contingency Task 4.4/6.4/8.4				Total
	2.5.1 Topo	2.5.2 Easements	4.3/6.3/8.3 Record Drawings	4.4 Pre- Survey	4.4 Post- Survey	4.4 File Fee	4.4 Total	
1	\$ 3,540		\$ 570					\$ 4,110
2	\$ 3,800		\$ 570	\$ 2,600	\$ 2,190	\$ 800	\$ 5,590	\$ 9,960
3	\$ 2,405		\$ 570					\$ 2,975
4	\$ 3,800		\$ 570	\$ 2,600	\$ 2,190	\$ 800	\$ 5,590	\$ 9,960
5	\$ 5,150	\$ 800	\$ 870	\$ 2,600	\$ 2,190	\$ 800	\$ 5,590	\$ 12,410
6	\$ 3,050		\$ 570					\$ 3,620
7	\$ 3,650		\$ 570					\$ 4,220
8	\$ 3,800		\$ 570	\$ 2,600	\$ 2,190	\$ 800	\$ 5,590	\$ 9,960
9	\$ 3,650		\$ 570					\$ 4,220
10	\$ 5,340	\$ 800	\$ 870					\$ 7,010
11	\$ 3,800		\$ 570					\$ 4,370
12	\$ 3,080		\$ 570					\$ 3,650
13	\$ 3,650		\$ 570					\$ 4,220
14	\$ 2,860		\$ 570					\$ 3,430
15	\$ 3,540		\$ 570					\$ 4,110
Total	\$ 55,115	\$ 1,600	\$ 9,150	\$ 10,400	\$ 8,760	\$ 3,200	\$ 22,360	\$ 88,225
Mark Up (10%)	\$ 60,627	\$ 1,760	\$ 10,065	\$ 11,440	\$ 9,636	\$ 3,520	\$ 24,596	\$ 97,048

Summary Prepared by Wallis Engineering

Project Location Map High Priority Spot Repair Scenario



Project #SR-1 - 8000 Block of Fairway Drive



Project #SR-2 - Estates Post Road



Project #SR-3 - Mollala Bend SE



Project #SR-4 - French Prairie Drive Near Del Monte Drive



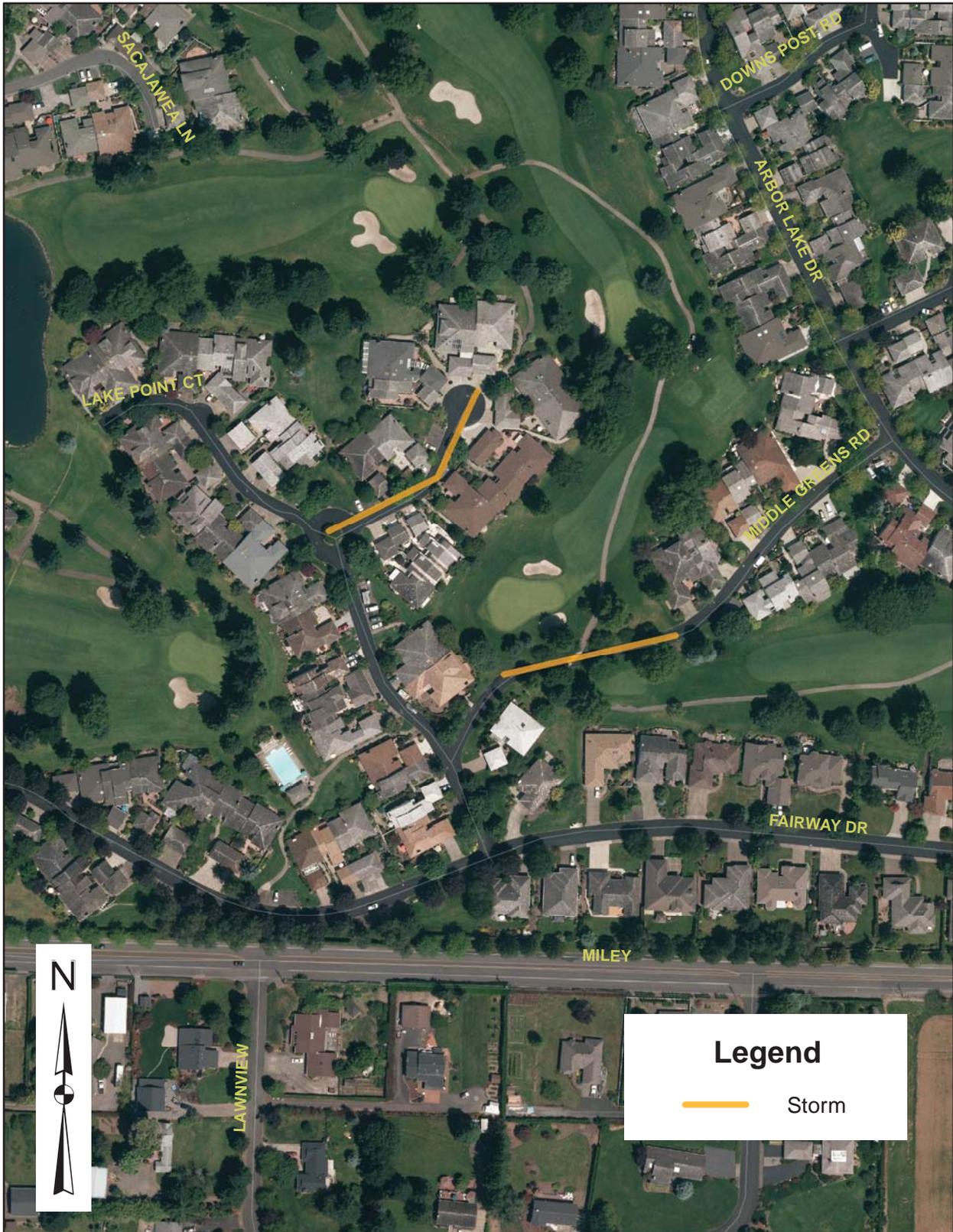
Project #SR-5 - 7300 & 7800 Block of Fairway Drive



Project #SR-6 - Armitage Road South



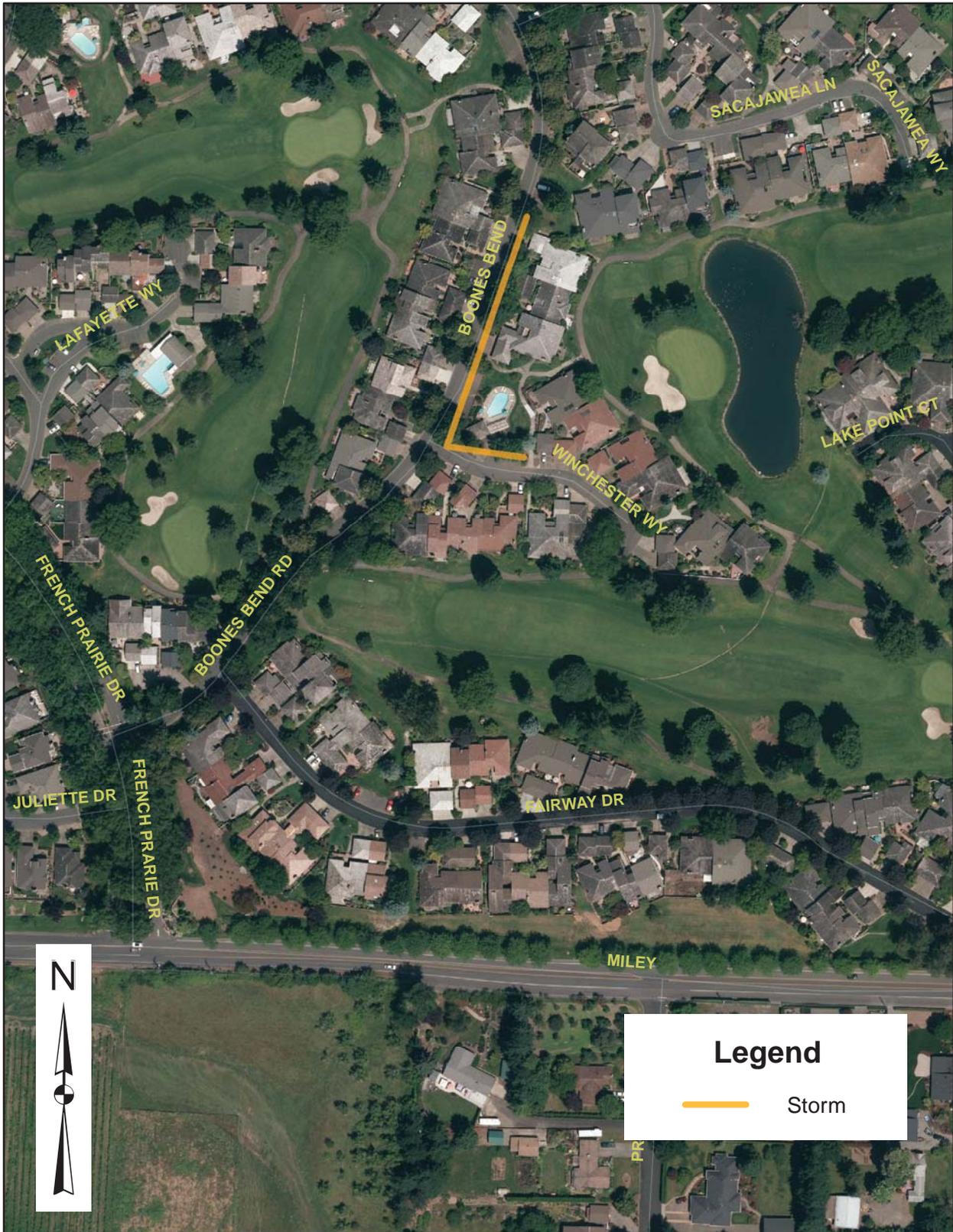
Project #SR-7 - Middle Greens Road



Project #SR-8 - Country View Loop



Project #SR-9 - Boones Bend Road



Project #SR-10 - Arbor Lake Drive



Project #SR-11 - Armitage Road North



Project #SR-12 - Lake Drive



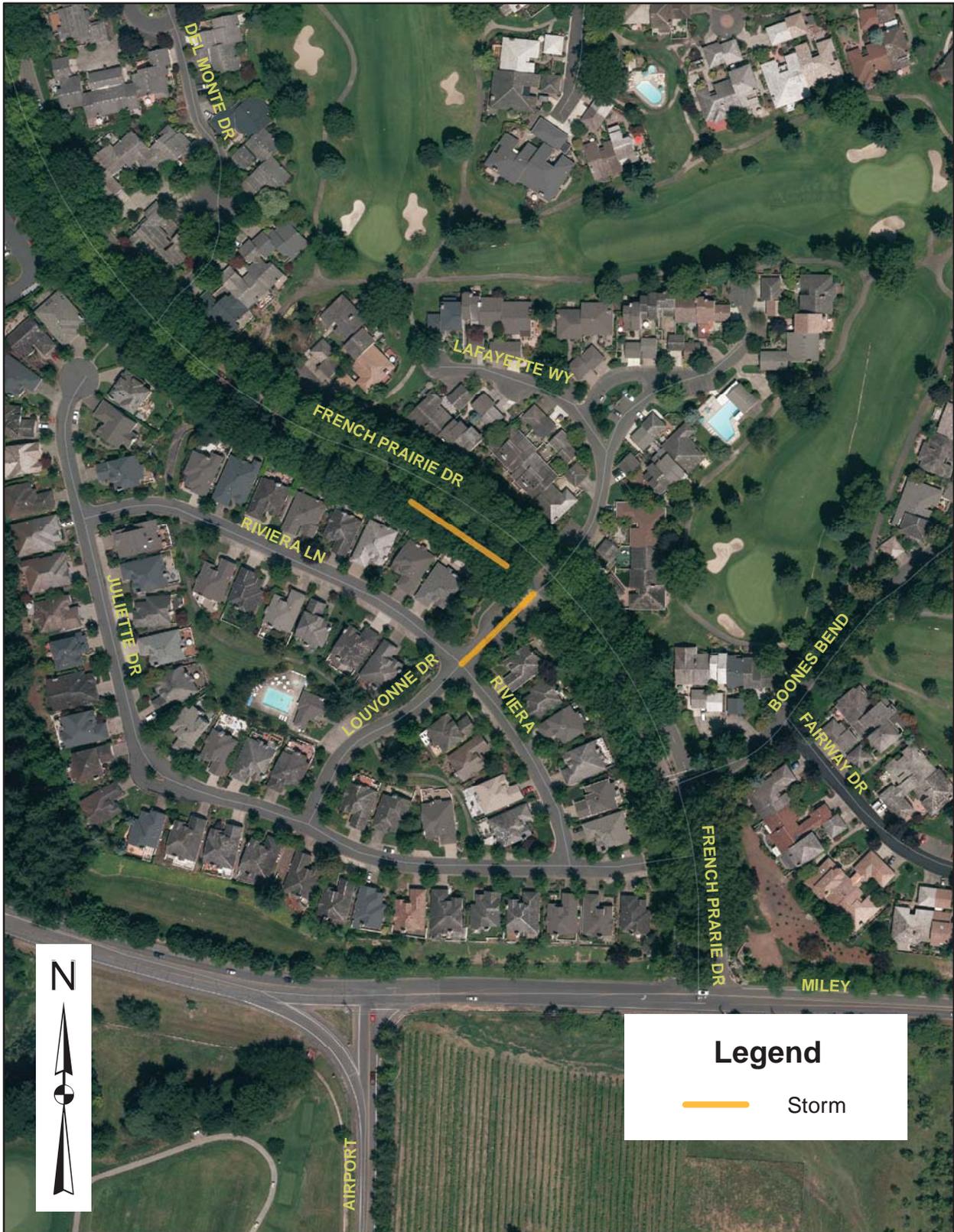
Project #SR-13 - Country View Lane



Project #SR-14 - Juliette Drive



Project #SR-15 - Louvonne Drive





2015 Three Year Aggregate Rates

(Rates will expire on 12/31/2018)

<u>Rate Class</u>	<u>Three Year Aggregate Rates</u>
Principal Engineer	\$198
Engineer 1	\$155
Engineer 2	\$144
Engineer 3	\$126
Engineer 4	\$103
Engineer 5	\$96
Engineer 6	\$86
Senior Designer	\$123
Technician 1 (CAD/GIS)	\$96
Technical Writer	\$86
Clerical 1	\$71

- These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.