

RESOLUTION NO. 2713

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH AKS ENGINEERING & FORESTRY FOR PHASE 1 ALTERNATIVES ANALYSIS AND PRELIMINARY DESIGN SERVICES FOR THE COFFEE CREEK INDUSTRIAL AREA REGIONAL STORMWATER FACILITY PROJECT (#7060).

WHEREAS, the City of Wilsonville (“City”) has planned and budgeted for design and construction of Capital Improvement Project #7060 – Coffee Creek & Commerce Industrial Area Regional Stormwater Facility (“Project”); and

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

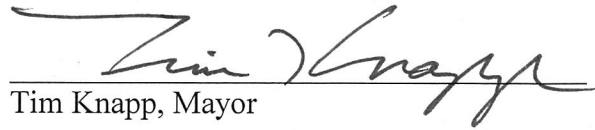
WHEREAS, AKS Engineering & Forestry submitted a proposal engineering services for the Project on October 3, 2018 and was subsequently evaluated by a City selection review committee and determined to be the most qualified consultant to perform the work; and

WHEREAS, the Professional Services Agreement stipulates the consultant will be paid on a time and materials basis not to exceed Two Hundred Fourteen Thousand Eight Hundred Fourteen Dollars and Zero Cents (\$214,814.00) for the Phase 1 engineering work.

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

1. The procurement process for the Project duly followed Oregon public contracting laws and the Wilsonville Municipal Code.
2. City Council authorizes the City Manager to execute a Professional Services Agreement in the amount of Two Hundred Fourteen Thousand Eight Hundred Fourteen Dollars and Zero Cents (\$214,814.00) in substantially similar form to **Exhibit A** attached hereto.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3rd day of December 2018, and filed with the Wilsonville City Recorder this date.


Tim Knapp, Mayor

ATTEST:


Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

Attachments:

Exhibit A Professional Services Agreement – Coffee Creek Industrial Area Regional Stormwater Facility Project (#7060)

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
COFFEE CREEK INDUSTRIAL AREA
REGIONAL STORMWATER FACILITY PROJECT #7060**

This Professional Services Agreement (“Agreement”) is made and entered into on this ____ day of _____ 2018 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **AKS Engineering & Forestry, LLC**, an Oregon limited liability company (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Term

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder (“Services”) are completed and accepted, or no later than June 30, 2019, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 2. Consultant’s Services

2.1. Consultant shall diligently perform semi-regional stormwater facilities analyses and preliminary design Services according to the requirements identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Coffee Creek Industrial Area Regional Stormwater Facility Project (“Project”).

2.2. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant which do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of 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 TWO HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS (\$214,814) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

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

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

3.4. 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**.

3.5. 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, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 4. City's Rights and Responsibilities

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

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

Section 5. City's Project Manager

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

Section 6. Consultant's Project Manager

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

Section 7. Project Information

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

Section 8. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or Scope of 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 9. Subcontractors and Assignments

9.1. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. The City hereby agrees that Consultant will contract with Shannon & Wilson, Inc. to provide its Geotechnical services; G.A.W. Incorporated, doing business as VacX, to provide its Utility Potholing services; and Willamette Cultural Resources Associates, Ltd. to provide its Cultural Resources Assessment services, all of which are a critical part of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

Section 10. Consultant Is Independent Contractor

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

have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

10.2. Consultant has requested that some consulting Services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). 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 15** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

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

Section 11. Consultant Responsibilities

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

11.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

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

11.4. References to “subcontractor” mean a subcontractor at any tier.

Section 12. Indemnity and Insurance

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

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

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

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

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

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

12.3.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than **\$500,000** each accident.

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

12.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

Section 13. Early Termination; Default

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

13.1.1. By mutual written consent of the parties;

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

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

13.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to

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

13.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

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

Section 14. Suspension of Services

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

Section 15. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 3** of this Agreement, or changes or modifies the Scope of 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 an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material,

equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 16. Access to Records

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

Section 17. Property of the City

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

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

Section 18. Notices

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

To City:	City of Wilsonville Attn: Matt Palmer 29799 SW Town Center Loop East Wilsonville, OR 97070
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To Consultant: AKS Engineering & Forestry, LLC
Attn: John Christiansen
12965 SW Herman Road, Suite 100
Tualatin, OR 97062

Section 19. Miscellaneous Provisions

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

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

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

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

19.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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

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

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

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

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

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

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

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

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

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

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

19.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

CONSULTANT:

CITY:

AKS ENGINEERING & FORESTRY, LLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

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

Phase 1 – Regional Stormwater Facility Study

Task 1 – Project Management: Provide project management for work associated with this Project, including managing consultant’s staff and any sub-consultants. Consultant shall schedule and coordinate with the City’s Project Manager. Communicate with the City the Project status on a regular basis and project issues as concerns arise. Consultant shall also provide quality assurance such that all deliverables have been peer reviewed prior to submittal to the City. Prepare monthly progress reports accompanied by progress billings, as well as monitor work tasks, budgets and schedule. Monthly progress billings are subject to City review and approval. Prepare a detailed Project schedule that includes each task and subtask and key project milestones. Update the Project schedule as changes to task timeframes occur.

Task 1 Deliverables

- Monthly progress reports indicating percent complete during billing period, earned value, and total to date per task and subtask.
- Monthly progress billings on a time and materials basis per task and subtask.
- Project schedule and updates as needed.
- Meeting agendas and minutes

Task 2 – Review of Data, Models, and Documents: Consultant shall review available data, stormwater models, and other pertinent documents. Data or documents may include:

- 1) GIS Storm Utility Data
- 2) Storm Water Master Plan
- 3) Storm Water Master Plan InfoSWMM Model
- 4) Storm Water Master Plan Modeling Technical Memorandums
- 5) Coffee Creek Master Plan and Appendices
- 6) Coffee Creek Industrial Area Infrastructure Report
- 7) Basalt Creek Concept Plan

Task 2A – Project Base Map: Consultant shall generate a preliminary project base map including tax lots, addresses, property ownership information, existing ground contours and utilities based on GIS data provided by the City and other publicly available data. Storm utilities within the project area mapped in the GIS database shall be field verified for size and general field location.

Task 2B – Basis of Design Memorandum: Following the review of all models, Consultant shall prepare a basis of design memorandum to document the findings of the prior studies and establish the criteria to be utilized for the design of the stormwater facility.

Task 2 Deliverables

- Project Base Map (pdf and dwg)
- Basis of Design Memorandum(pdf)

Task 3 – Preliminary Survey

Task 3A – Topographic Survey of Critical Elements: Consultant shall survey elements of the existing infrastructure which are critical to the evaluation and execution of Tasks 4, 5, 6, & 7. These elements are anticipated to include existing pipes, culverts, and channels, as well as significant trees, mapped natural resources, and other landmarks (transmission lines) that might impact the planning of the stormwater facility. This task may include potholing critical utility crossings if line upsizing is determined necessary through Tasks 4 and 5.

Task 3B – Drone Survey: Consultant shall complete a drone survey of the entire Eastern side of the CCIA. The drone survey will produce a high resolution orthomosaic map with existing grade contours at a 1-foot interval. The TINN surface created from the lidar data will be more accurate than other publicly available elevation data. This task will be completed in conjunction with Task 3A.

Task 3C – Boundary Research: Consultant shall complete property boundary research including recorded surveys and plats and review of title reports for properties east of Garden Acres Road. Property boundaries and recorded easements will be mapped. This task will be completed in conjunction with Task 3A. Data collected through Tasks 3A – 3C will be compiled into a survey base map for use in evaluation of the proposed stormwater facility.

Task 3 Deliverables

- Digital terrain model (DTM) in AutoCAD DWG format complete with all external references such that the DT is fully usable by the City without additional software or reference data.
- Updated project Base Map, including survey of critical elements, property boundary records, and the orthomosaic photo.

Task 4 – Stormwater Analysis

Task 4A – Drainage Basin Analysis: Consultant shall perform a drainage basin analysis taking into consideration Basalt Creek Concept Area and Coffee Creek Industrial Areas at full build out. Assumptions for land uses and lot coverages of these areas shall be determined through review of the associated master plans and concept plans. The basin drainage point shall be the southern edge of SW Ridder Road right-of-way. A hydrological model shall be developed for the drainage basin utilizing InfoSWMM.

Task 4A Deliverables

- Drainage Basin Map in both full size (22"x34") and half-size (11"x17") electronic (PDF) format. Drainage Basin Map shall show boundaries of both Coffee Creek Industrial Area and Basalt Creek Concept Area.
- See Task 4C Deliverables.

Task 4B – Downstream Analysis: The consultant shall perform a capacity analysis downstream of, and including, the channel (known as "Basalt Creek" or "Tappin Creek") to the west of Commerce Circle to determine capacity deficiencies in the storm system. Analysis shall consider all channels, ditches, culverts, and pipes. Analysis shall extend, at a minimum, to the southern edge of SW Ridder Road right-of-way. Consultant shall perform a visual inspection of the channel downstream of Ridder to SW Freeman Drive to identify buildings that may be at risk of impact due to the upstream conveyance improvements.

The model developed in Task 4A will be advanced to include all existing conveyance channels, pipes, and culverts. A visual inspection shall be completed along the flow path to SW Ridder Road to document any conditions that might affect the conveyance system modeling, such as inlet conditions on culverts. The existing stormwater infrastructure shall be analyzed for capacity based on runoff generated from the upstream development under both existing and full buildout conditions during the 25-year storm event. Given the low gradient of much of the storm infrastructure downstream of the CCIA, a two-dimensional dynamic model shall be analyzed to account for backwater conditions.

Task 4B Deliverables

- See Task 4C Deliverables.
- Records of visual inspections of storm infrastructure
- Map identifying downstream constraints

Task 4C – Channel, Culvert, and Pipe Recommended Modifications: Consultant shall recommend modifications and/or upgrades to the existing channel(s), culverts, and pipe segments based on analysis performed under Tasks 4A and 4B. Consultant may also consider the feasibility of using storage detention basin(s) identified in Task 4B to partially or fully alleviate capacity issues within the existing channel(s), culverts, and/or pipes in lieu of modifying and/or upgrading those said facilities.

Cost estimates for channel, culvert, and pipe improvements shall be incorporated into Task 5. In addition to the capacity analysis, consultant shall review the City's video inspections and prepare conditional assessment of the existing pipes and culverts.

The conveyance improvements shall include three scenarios;

1. Improvements needed to improve capacity to support the Coffee Creek Industrial Area,
2. An intermediate improvement scenario for development within the southern portion of Basal Creek (e.g. development along a swath of Day Road),
3. Improvements needed to improve capacity to support the Basalt Creek Area.

Task 4C Deliverables

- Technical memorandum summarizing drainage basin analysis, existing system deficiencies and recommended modifications and/or upgrades to channel(s), culverts, and pipe segments to alleviate deficiencies.
- Cost estimates for improvements to the downstream constraints

Task 5 – Facility Siting Alternatives: Consultant shall propose and analyze up to three (3) alternative locations for a future semi-regional stormwater facility(s) which shall primarily serve Garden Acres Road properties to the west and future development in Basalt Creek. Each alternative shall consider the feasibility of utilizing the facility(s) to detain storm flows to partially or fully alleviate capacity issues within the downstream system as determined in Task 6. Each alternative shall be accompanied by an AACE Class 5 cost estimate and exhibit map showing location of the proposed facility(s). Consultant shall make preferred alternative recommendation based on impacts and costs.

Task 5A – Geotechnical Desktop Investigation:

Consultant shall review of geologic mapping, available geotechnical reports, well logs registered with Oregon Water Resources Department, aerial photos, and lidar imagery. Additionally, Consultant will participate in a site walk.

Task 5B – Hazardous Materials Corridor Assessment (HMCA): Consultant shall complete a HMCA for the proposed channel alignment and other areas which may require construction. The HMCA will review the records listed below and make conclusions based on the data. Consultant's work conducted for the HMCS must be performed within the Project API (Area of Potential Impact) and according to generally accepted environmental procedures. HMCA shall include historical research of Sanborn Fire Insurance Maps, historic aerial photos, and environmental database research for hazardous waste generators, documented leaking, or permitted underground storage tanks (USTs), in accordance with ASTM Standard E1527-13. There will be a site reconnaissance performed of the corridor. Site access will be on public right-of-way and along the corridor through a right-of-entry agreement. Right-of-entry agreement to be secured by Owner. The HMCA will not include sampling of soil, water, air or other media; laboratory analysis of any material; inspection for asbestos, lead-based paint, or other hazardous building materials; evaluation for the presence of radon gas; a chain of title.

Consultant shall prepare a Draft HMCA report summarizing the information obtained through the scope of work defined above. The HMCA report must include a description of field observations, information from state and federal environmental databases, historic land use; a scaled map showing the location of all identified potential sources of contamination, copies of historic data, copies of state and federal databases, and any other relevant documentation; include opinions and conclusions about the conditions observed in and adjacent to the site; provide photographs documenting Project corridor observations; include recommendations for additional studies or investigations if appropriate; the report must include conclusions that identify specific sources of contamination that could impact the Project or the proposed construction work. A Final HMCA report shall be developed based upon the Owner's review comments.

Task 5C – Natural Resources Desktop Review: Consultant shall obtain and review all pertinent natural resource background maps (NRCS soils map, USGS topography maps, DOGAMI Lidar, National Wetland Inventory, historic

aerial imagery, and Local Wetland Inventory maps) and Google Earth aerial imagery to identify potentially jurisdictional wetlands or waters within the project area. Consultant shall check the Oregon Department of State Lands (DSL) database to determine if there are any previous concurred wetland delineations within the project area. Based on the background material review, Consultant shall prepare a preliminary map identifying the approximate extent of potentially jurisdictional resources in the project area. A summary narrative shall be prepared to accompany the map, describing any potential natural resource permitting requirements for the project. The permitting memorandum will include anticipated permit issuance timelines and identify opportunity for expedited permitting options and opportunity for advance mitigation credit.

Task 5D – Cultural Resources Desktop Review: If necessary, Consultant shall include a review of Oregon State Historic Preservation Office (SHPO) records, a literature review on environmental history, prehistory, Native peoples, historic development of the project area, and a reconnaissance-level survey of the project area to identify high probability areas for shovel probing and to identify potential aboveground historic resources.

Task 5E – Permitting Review: The subject property is located outside of City limits and will therefore require permitting through Washington County or annexation of the property by the City to be utilized for the stormwater facility. Consultant shall review permitting requirements for each process and discuss permitting with Washington County and the City to develop a permit strategy for the project.

The data collected in Tasks 5A through 5E will be incorporated into the siting study report.

Task 5F – Report: Consultant shall work with the City to develop the three facility siting alternatives to be evaluated. Each alternative shall be advanced to 30% design level during the study. Cost estimates shall be developed for each of the alternatives, including downstream conveyance system upgrades. The siting study shall be summarized in a draft report and presented to the City project manager for review.

Task 5G – Scoring Meeting: Prior to selecting the site for the stormwater facility, shall organize and facilitate a siting alternatives review and scoring meeting be with key stakeholders from the City. This will provide an opportunity for the City, beyond the immediate project team, to provide input in selecting the preferred alternative. Following selection of the preferred alternative, the siting study report will be finalized to include our recommendation for the stormwater facility improvements.

Task 5 Deliverables

- Technical memorandum summarizing alternatives. At a minimum, technical memorandum shall include:
 - Discussion of how alternatives were determined
 - Analysis of each of the alternatives
 - Exhibit maps showing alternative facility(s) locations
 - AACE Class 5 cost estimate for each alternative
 - Preferred alternative recommendation
- Siting alternatives technical memorandum will also include:
 - HMCA, geotechnical, natural resource, and cultural resource desktop reviews.
 - Permitting summary
- Siting alternatives scoring criteria
- Siting alternatives presentation

Regional Stormwater Facility Plan Refinement

Task 6 – Topographic Survey: Following selection of the preferred location of the stormwater facility, Consultant shall perform a detailed topographic and boundary survey of the area shown in the attached Exhibit 'A'. At a minimum, surveying shall include the following:

- 1) Establishing a horizontal and vertical survey control network.
- 2) Reference the network & all mapping to City of Wilsonville approved vertical datum, NAVD 88 Datum.
- 3) Surveying and preparing a map showing the following:

- a. Channel cross sections at intervals sufficient for modeling purposes
- b. Locations and invert elevations for all storm culverts and pipes
- c. Locations of other City utilities, including sanitary sewer and water infrastructure
- d. Utility poles and underground wires, including heights
- e. Located underground utilities and associated appurtenances
- f. Trees, denoting species and diameters at breast height
- g. Adjacent structures located on private property that may be affected by construction activities
- h. Wetlands and other ponded or wet areas
- i. Other important topographic features

Task 6 Deliverables:

- Topographic and Boundary Survey Map

Task 7 – Wetland and Waters Delineation: Consultant shall conduct site visits to identify and delineate the boundaries of potentially jurisdictional wetlands and/or waters within the project area (shown in attached Exhibit A). The methodology used for determining whether wetland conditions exist and delineating boundaries will be conducted in accordance with the *Western Mountains, Valleys, and Coast Regional Supplement* and the 1987 U.S. Army Corps of Engineers (Corps) Delineation Manual. Wetland and water boundaries will be flagged in the field for professional land survey by Consultant.

This task includes the preparation of an Oregon Department of State Lands (DSL) wetland delineation report in accordance with OAR 141-090-0035 to receive a jurisdictional concurrence on the wetland and water delineation. A DSL wetland delineation concurrence will be required for Phase 2 of the project. This task includes updating the preliminary review desktop review memorandum prepared under Task 5A, describing the results of the delineation and identify local, state, and federal permitting requirements for the project, including potential for advance mitigation credits with DSL and USACE

Task 7 Deliverables:

- DSL Wetland Delineation Report
- Updated Permit Strategy Memorandum

Task 8 – Geotechnical Investigation: Consultant shall conduct site reconnaissance of the area to observe groundwater seepage, performance of earthwork features, and to locate the field explorations and understand access restrictions for field explorations.

Consultant shall conduct field explorations that include two (2) soil borings. The geotechnical borings will be drilled using a track-mounted drill rig and mud-rotary drilling techniques up to a depth of 30 feet. If bedrock is encountered, we will core up to 10 feet of coring into the bedrock and terminate the borehole. The drill cuttings are assumed to be non-hazardous and will be drummed and removed from site. Wilsonville will get right of entry agreements for this work.

In addition to the soil borings, the Consultant shall perform five (5) hand auger borings to depths of 10 feet or refusal along the proposed new channel alignment which is understood to be underneath PGE and BPA power transmission lines.

Consultant shall install one (1) vibrating wire piezometer and datalogger in a selected boring to monitor groundwater levels. The piezometer data from the datalogger will be downloaded on three occasions in order to incorporate the findings into the geotechnical analysis and reporting.

Consultant shall perform laboratory testing of soils to determine engineering properties. Laboratory testing will include up to ten (10) moisture tests, up to two (2) sieve analysis tests, and up to two (2) Atterberg limit tests.

Consultant will perform one (1) small-scale PIT infiltration tests. Wilsonville will get right of entry agreements for this work.

Consultant will perform geotechnical analyses buried structure design and summarize findings and design recommendations in a geotechnical engineering report (GER). A draft GER will be submitted for comments and questions. The report will be updated and send out as final.

Task 8 Deliverables:

- Draft Geotechnical Engineering Report in pdf format
- Final Geotechnical Engineering Report in pdf format

Task 9 – Preliminary Design (30%): Consultant shall advance the conceptual drainage improvement plans to a 30% level.

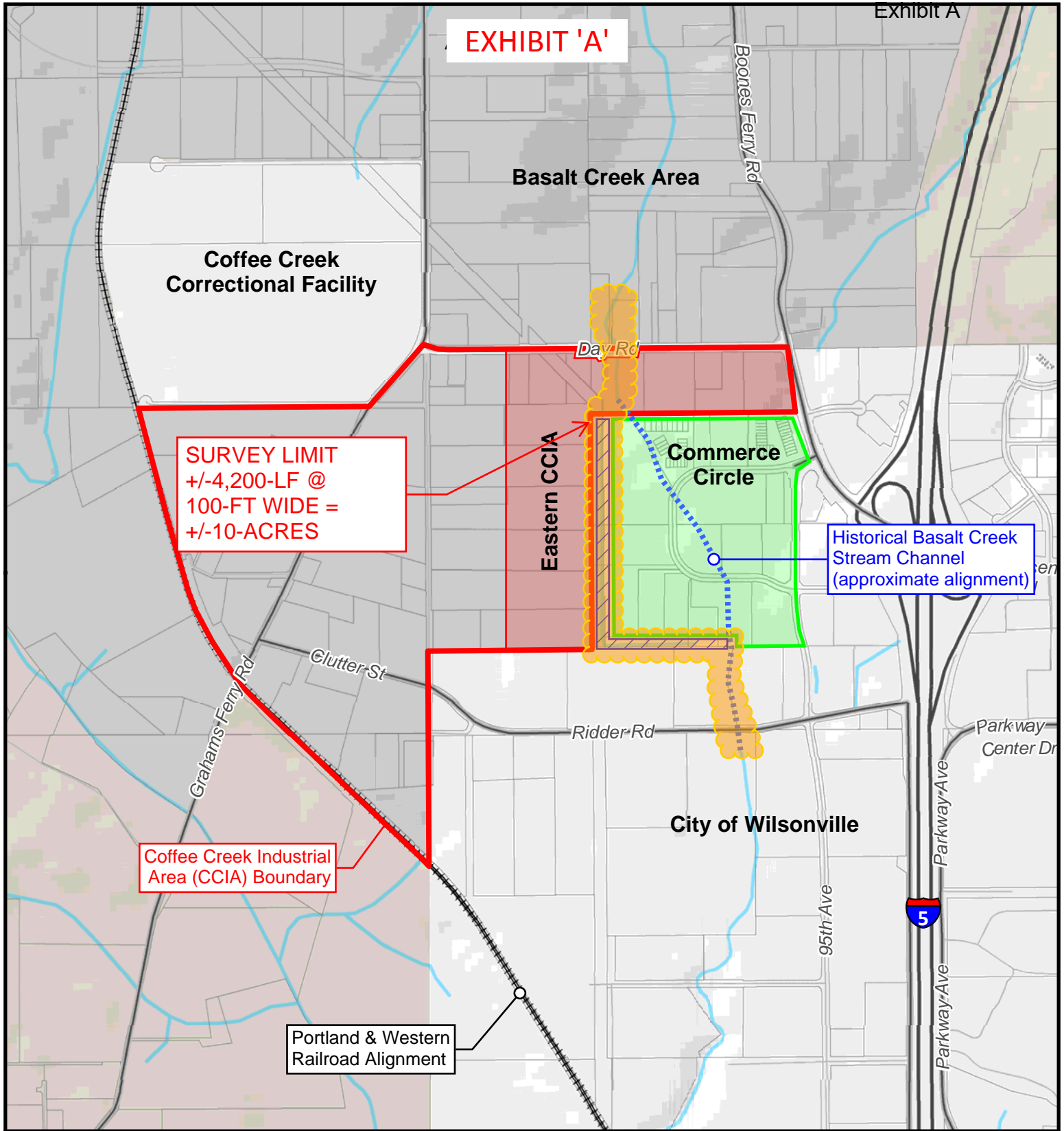
Task 9 Deliverables:

- Preliminary (30%) design documents 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.

Assumptions:

- City will provide title reports for Garden Acres Properties. Consultant will be responsible for obtaining title reports for all other properties as deemed necessary by Consultant.
- City will notify affected property owners and coordinate access to project area.

EXHIBIT 'A'



SURVEY LIMIT
 +/-4,200-LF @
 100-FT WIDE =
 +/-10-ACRES





Coffee Creek Industrial
 Area (CCIA) Boundary

Portland & Western
 Railroad Alignment

Historical Basalt Creek
 Stream Channel
 (approximate alignment)

The City of Wilsonville, Oregon
 Clackamas and Washington Counties

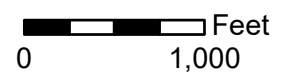


-  Coffee Creek Industrial Area
-  Eastern Portion of CCIA
-  Diversion Channel
-  Commerce Circle Development

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the



8/8/2018





Coffee Creek Industrial Area Stormwater Facility
Fee Estimate

	AKS ENGINEERING & FORESTRY, LLC														SHANNON & WILSON							WCRA							ESTIMATED TOTAL COST					
	Principal In Charge	Project Manager / Engineer	Project Engineer	Eng. Tech	Senior Land Use Planner	Land Use Planner Tech	Senior Natural Resource Manager	Natural Resource Specialist	Certified Arborist	Project Surveyor	Survey Tech	Survey Crew (Two Person)	Technical Editor	Clerical	Direct Costs	Vice President	Associate	Sr Envr. Eng III	Sr Geologist II	Sr Engineer I	Professiona I III	Office Service III	Direct Costs	Project Manager	Field Director	Anthropolo gist	Reseracher	Architectura I Historian		GIS Specialist	Report Assistant	Direct Costs		
	\$160.00	\$145.00	\$130.00	\$105.00	\$135.00	\$95.00	\$120.00	\$85.00	\$105.00	\$135.00	\$105.00	\$175.00	\$60.00	\$55.00	1	\$230.00	\$185.00	\$160.00	\$145.00	\$130.00	\$110.00	\$85.00	1	\$117.10	\$87.87	\$90.75	\$73.19	\$73.19	\$73.19	\$64.41	1			
Project Tasks & Estimated Personnel Hours																																		
TASK 1: PROJECT MANAGEMENT																																		
1.A Project Management	10	80												40																				\$15,400
TASK 2: REVIEW OF DATA, MODELS, AND DOCUMENTS																																		
2.A Review of data, models, and documents		10	20	40																														\$8,250
2.B Project Base Map		2	10	40																														\$5,790
2.C Basis of Design Memorandum	2	10	20	20									6																					\$6,830
TASK 3: PRELIMINARY SURVEY																																		
3.A Topographic Survey of Critical Elements									6	20	50				\$200																			\$11,860
3.B Drone Survey										4	8																							\$1,820
3.C Boundary Research									10	30					\$500																			\$5,000
TASK 4: STORMWATER ANALYSIS																																		
4.A Drainage Basin Analysis		6	8	20																														\$4,010
4.B Downstream Analysis		6	10	20																														\$4,270
4.C Channel, Culvert, and Pipe Recommended Modifications		20	30	80																														\$15,200
TASK 5: FACILITY SITING ALTERNATIVES																																		
5.A Geotechnical Desktop Investigation																4		4	12		2													\$3,050
5.B Hazardous Materials Corridor Assessment (HMCA)															2		20			70		\$500												\$11,860
5.C Natural Resources Desktop Review							14	28																4	42	4	8	18	6	4	\$43			\$4,060
5.D Cultural Resources Desktop Review																																		\$7,164
5.E Permitting Review					8	16																												\$2,600
5.F Siting Alternatives Report	2	10	20	40								6																						\$8,930
5.G Scoring Meeting	2	6	6	20																														\$4,070
TASK 6: TOPOGRAPHIC SURVEY																																		
6.A Topographic Survey									20	90	120				\$500																			\$33,650
TASK 7: WETLAND DELINEATION																																		
7.A Wetland Delineation							29	82																										\$10,450
TASK 8: GEOTECHNICAL INVESTIGATION																																		
8.A Geotechnical Investigation															4	30		16	30	24	8	8650											\$24,660	
TASK 9: PRELIMINARY DESIGN																																		
9.A 30% Design Drawings	8	18	40	140					20																									\$25,890
ESTIMATED PERSONNEL TASK HOURS SUBTOTAL																																		
	24	168	164	420	8	16	43	110	20	36	144	178	12	40	-	6	34	20	20	42	94	10	-	4	42	4	8	18	6	4	-	-		
ESTIMATED PERSONNEL COST SUBTOTAL																																		
	\$3,840	\$24,360	\$21,320	\$44,100	\$1,080	\$1,520	\$5,160	\$9,350	\$2,100	\$4,860	\$15,120	\$31,150	\$720	\$2,200	\$1,200	\$1,380	\$6,290	\$3,200	\$2,900	\$5,460	\$10,340	\$850	\$9,150	\$468	\$3,691	\$363	\$586	\$1,317	\$439	\$258	\$43		\$214,814	
TOTAL COST ESTIMATE																																		
																																\$214,814		