

RESOLUTION NO. 2774

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WALLIS ENGINEERING, PLLC FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE 2020 STREET MAINTENANCE PROJECT (CAPITAL IMPROVEMENT PROJECT #4104 AND #4118).

WHEREAS, the City has planned and budgeted for annual street maintenance and associated pedestrian signal upgrades (the Project) under CIP #4014 - Street Maintenance and CIP #4118 - Signal Improvements; and

WHEREAS, the City solicited proposals from qualified consulting firms that duly followed the City of Wilsonville Municipal Code and State of Oregon Public Contracting Rules; and

WHEREAS, Wallis Engineering, PLLC submitted a proposal on August 15, 2019 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Wallis Engineering, PLLC has provided a responsive and responsible proposal for design and construction engineering services.

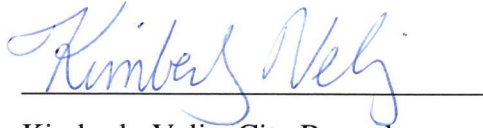
Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Wallis Engineering, PLLC for a not-to-exceed amount of \$246,748, which is substantially similar to **Exhibit A** attached hereto.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 2nd day of December 2019, 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 Akervall	Yes
Councilor Lehan	Excused
Councilor West	Yes
Councilor Linville	Yes

ATTACHMENT:

- A. 2020 Street Maintenance Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the 2020 Street Maintenance Project (“Project”) is made and entered into on this ____ day of _____ 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Wallis Engineering, PLLC**, a Washington 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 December 31, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 2. Consultant’s Services

2.1. Consultant shall diligently perform the engineering 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 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 that 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 amount of TWO HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS (\$246,748) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

3.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work or any compensation above the amount shown in **Subsection 3.1** requires a written Addendum executed in compliance with the provisions of **Section 17**.

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, office expenses, travel expenses, mileage, 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. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2019, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at: 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 Rights and Responsibilities

5.1. 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.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. 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 15.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

Consultant's Project Manager is Wes Wegner. 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 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

Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. 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 CESNW, Inc. to provide survey work, GeoDesign, Inc. to provide geotechnical engineering services, and DKS Associates, Inc. to provide traffic engineering services, all of which are critical parts 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.

10.1. 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.

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

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 may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

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 must 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.

12.3. 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.

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

Section 13. Indemnity

13.1. 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 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. As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant’s subcontractors, including their agents, employees, and suppliers.

13.2. Standard of Care. In the performance of the Services, Consultant agrees to use 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.

Section 14. Insurance

14.1. 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. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant’s liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

14.1.1. 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.

14.1.2. 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.

14.1.3. 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**.

14.1.4. 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.

14.1.5. 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.

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. 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.

14.1.7. 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.

14.2. 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 15. Early Termination; Default

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

15.1.1. By mutual written consent of the parties;

15.1.2. 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

15.1.3. 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.

15.2. 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.

15.3. 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.

15.4. 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 19**, for which Consultant has received payment or the City has made payment.

Section 16. 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 17. 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 18. 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 during the term of this Agreement and for a period of four

(4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 19. Property of the City

19.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, 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 written 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.

19.2. 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 20. 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: Dominique Huffman, Civil Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Wallis Engineering, PLLC
 Attn: Wes Wegner
 215 W 4th Street, Suite 200
 Vancouver, WA 98660

Section 21. Miscellaneous Provisions

21.1. 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.

ATTACHMENT A

21.2. 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.

21.3. 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.

21.4. 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.

21.5. 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.

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

21.7. 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.

21.8. 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.

21.9. 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.

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

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

21.12. 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.

21.13. 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.

21.14. 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.

21.15. 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.”

21.16. 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.

21.17. 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.

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

ATTACHMENT A

21.19. 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.

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

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

CONSULTANT:

CITY:

WALLIS ENGINEERING, PLLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

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



BACKGROUND

The City of Wilsonville’s (City) transportation system includes City-owned surface streets of varying sizes and capacities requiring periodic maintenance to keep them operational. The City has identified several streets that require maintenance improvements in 2020 to maintain their functionality.

GENERAL SCOPE OF PROJECT

This project includes the evaluation of existing pavement conditions and the preparation of contract documents to solicit bids for pavement rehabilitation, pedestrian improvements and traffic signal modifications along various streets within Wilsonville. Minor utility maintenance upgrades may also be completed as part of the project if found to be necessary in the specific project areas covered.

The City has identified a number of streets to receive pavement rehabilitation in 2020. Wallis Engineering will design rehabilitation improvements to the streets identified by the City based on available budget. To meet the requirements of recent Department of Justice rulings, pedestrian ramps found to be out of compliance with current ADA requirements will be reconstructed to meet all applicable standards if within the limits of pavement rehabilitation.

A list of the streets identified for structural rehabilitation is provided below;

<i>Street</i>	<i>From</i>	<i>To</i>	<i>Length (ft)</i>	<i>Existing Curb Ramp Corners Impacted</i>	<i>Anticipated Curb Ramp Corner Reconstructions</i>	<i>Impacted Signalized Intersections</i>
SW Day Rd	SW Grahams Ferry Rd	SW Boones Ferry Rd	2,950	0	0	0
SW Town Center Loop West/East	SW Main St	SW Wilsonville Rd (East)	7,100	24	13	2
SW Park Pl	SW Town Center Loop West	SW Courtside Dr	580	3	3	0
SW Main St	SW Town Center Loop West	SW Parkway Ave	430	6	6	0
SW Parkway Ave	SW Main St	SW Memorial Dr	1,700	0	0	0
SW Elligsen Rd	SW Parkway Ave	City Limits (East)	2,900	12	9	3
SW Burns Way	SW Parkway Center Dr	75' East of the Intersection	75	2	2	0

Notes:

1. SW Burns Way is the only segment anticipated to require full reconstruction. All other roadways are anticipated to receive grind/inlay or overlay treatments with the exception of SW Day Road which will be limited to asphalt patching.
2. No signal modifications are anticipated at the Town Center Loop E and Canyon Creek Road intersection as the signal equipment was recently constructed.
3. No signal modifications are anticipated at Wilsonville Road intersections.

CONTRACT DURATION

Contract terms shall be from the date the contract is fully executed until December 31, 2020.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

Consultant	Responsibilities
Wallis Engineering (Wallis)	Civil Engineering
CES NW	Surveying
GeoDesign, Inc	Geotechnical Engineering
DKS Associates	Traffic Signal Modification

SPECIFIC SCOPE OF WORK

- Task 1 Project Management and Administration
- Task 2 Data Collection
- Task 3 Pavement Evaluation Services
- Task 4 Contract Preparation
- Task 5 Bidding Phase Services
- Task 6 Construction Phase Services

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Define Project Objectives

The project manager will coordinate with City Staff to define the project goals, locations, design criteria, and the project schedule. These items will be included in the final scope of work.

1.2 Project Management and Administration

Wallis Engineering will provide management, coordination, and direction to the project design team to complete the project.

- Preparation of project design schedules outlining design and deliverable milestones.
- Prepare monthly status reports and schedule updates to be included with consultant invoices. Invoicing will be separated by Task.
- Coordination of project team meetings and prepare meeting agendas and meeting minutes. This task assumes the following meetings:
 - Project Kickoff Meeting
 - Pavement Distress Survey Onsite Meeting
 - 60% Design Review Meeting
 - 90% Design Review Meeting (by phone)
- Coordinate proposed improvements with Washington and Clackamas County (as necessary) identifying existing traffic signal vehicle detection systems that may be impacted by the improvements and where

temporary detection may be desired. An allotment of 12 hours has been assumed for this coordination effort.

Task 1 Assumptions:

- Design phase is assumed to be November 2019 – April 2020 and Construction phase is assumed to be April 2020 – September 2020.
- City project manager or designees will complete all stakeholder coordination, public involvement, and lead and obtain all necessary permits.
- Temporary detection cameras (if requested by the City) will be installed by Washington/Clackamas County.
- City will prepare and distribute all project information mailers.
- City and contractor will conduct all notification distribution.

Task 1 Deliverables:

- Final scope and schedule.
- Monthly status reports and invoices.
- Meeting agendas and minutes.

TASK 2 DATA COLLECTION

2.1 Site Investigation and Data Collection

Review as-built/record drawings, existing mapping, aerial photos and GIS provided by the City and private utility providers.

Conduct site investigation of the project areas to verify mapping accuracy, examine the condition of catch basins and manholes and examine site drainage.

2.2 Pre-Construction Monumentation Survey

CES|NW will conduct research of the project areas scheduled for structural rehabilitation and ramp reconstruction to determine the presence of existing monuments. Following this research effort, pre-construction surveys will be conducted and recorded with Washington and Clackamas County to record the location of all monuments within the project areas as necessary.

2.3 Ortho-Rectified Photo Mapping

CES|NW will prepare composite aerial photography collected by an unmanned aerial vehicle for each project segment positioned on local control. Aerial photography will be used to prepare the project base map and horizontal design.

2.4 Topographical Survey and Mapping

CES|NW will complete base map, surface and field topographic survey as needed to complete the final design of pedestrian ramps where field fitting construction by a contractor is not practical and the entire project segment of SW Burns Way. Collected topographic information will reference horizontal control via the Oregon North 3601, NAD 83(2011) Epoch 2010 datum and vertical control via the NAVD 88 datum. Topographical survey may be needed in isolated areas for each project segment to provide the appropriate level of detail for the design of curb ramps with steep or flat grades, difficult drainage characteristics, or above ground obstructions requiring connection to the proposed improvements. For estimating purposes, a total of 7 intersection quadrants have been included for the entire project.

2.5 Base Map Preparation

Preparation of a project base map utilizing City GIS and information obtained from other tasks. This base map will include edge of pavement, curb lines, and approximate location of utilities, including valve boxes, manholes, catch basins, and other utility structures. The base map will also include the collected monument information and any topographic survey information collected.

Task 2 Assumptions:

- The City will complete all necessary notification and coordination of the proposed improvements with the private utility companies.
- The City will provide City GIS information in AutoCAD compatible format and all available as-built/record drawings for use by Wallis Engineering.
- The City will provide information on historical drainage issues and other proposed City utility needs including all existing drainage, sewer and water structures requiring repair, modification or replacement.
- Topographic survey will be limited to improvements which require a designed vertical roadway centerline and curb flowline for roadway reconstruction, and for pedestrian ramps which require a detailed horizontal and vertical design as they are considered too complicated for a Contractor to field fit without detailed design information. All other design work will be completed using the Ortho-Rectified photography.
- Two pre-construction record of surveys will be required, one for Washington County and one for Clackamas County. Submittal of the surveys will require separate filing fees.
- The City will provide the previously completed ADA compliancy review identifying which pedestrian ramps within the project limits require reconstruction.
- The City will complete potholing of existing public utility lines and services as necessary.

Task 2 Deliverables:

- Pre-construction monumentation of survey.
- Project base map and topographical survey in AutoCAD format.

TASK 3 PAVEMENT EVALUATION SERVICES

GeoDesign will provide pavement investigation and recommendations for rehabilitation, reconstruction, and patching of the existing pavement within the project limits. AC Patching repair recommendations will be based on visual observation and will not include field investigation. GeoDesign's scope of services will include:

- Review available documentation and as-builts for the pavement.
- Conduct a walkthrough to observe pavement condition on road sections proposed for asphalt concrete preservation. Provide information regarding pavement distress that may require repair or reconstruction prior to global rehabilitation.
- Coordinate and manage the field investigation, including locating utilities and scheduling of sub-contractors and GeoDesign staff.
- Prepare traffic control plans and obtain right-of-way permits from the City.
- Complete falling weight deflectometer (FWD) testing in the outside wheel track of the outside travel lanes at approximate 100 foot spacing. FWD tests in adjacent lanes will be offset by 50 feet. The following tests and locations are assumed:
 - Town Center Loop – Approximately 200 tests
 - Parkway Avenue – Approximately 35 tests
 - Park Place – Approximately 8 tests
 - Main Street – Approximately 8 tests

ATTACHMENT A

- Elligsen Road – Approximately 80 tests
- Complete 23 pavement borings to depths of up to three feet below ground surface using solid stem auger methods at the following locations:
 - Town Center Loop – 10 cores
 - Parkway Avenue – 4 cores
 - Park Place – 1 core
 - Main Street – 1 core
 - Elligsen Road – 5 cores
 - Burns Way – 2 cores – with dynamic cone penetrometer (DCP) testing
- Maintain a detailed log of each exploration, visually classify the soil encountered, obtain soil samples as appropriate for the soil conditions encountered, and observe groundwater conditions in each exploration.
- Conduct the following laboratory tests using soil samples obtained from the explorations:
 - Up to 23 moisture content tests in general conformance with American Society for Testing and Materials (ASTM) D2216.
 - Up to four atterberg limit tests in general conformance with ASTM D4318.
 - Up to four fines content tests (material passing the U.S No. 200 sieve) in general conformance with ASDM D1140.
- Obtain four traffic classification tube counts from our subcontractor. Two locations on Town Center Loop, one location on Parkway Avenue, one location on Elligsen Road, and one location on Burns Way. Traffic on Main and Park will be estimated based on discussions with the City and the design team.
- Analyze traffic classification count data and information from the design team to estimate design pavement ESAL.
- Analyze FWD and subsurface data to calculate estimated effective pavement structural capacity and subgrade resilient modulus.
- Analyze DCP data and estimate the effective subgrade modulus of reaction for PCC design on Burns Way
- Provide recommendations for pavement repair and reconstruction if required.
- Provide rehabilitation recommendations for the existing road prism.
- Provide recommendations for pavement materials and construction.
- Provide PCC pavement design and project team support for PCC construction on Burns Way.
- Provide recommendations for pavement repair on Day Road based on discussions with the design team.
- Provide project management including attendance of up to one meeting with the design team and the City.
- Provide a draft pavement report presenting the results of our field investigation and present our pavement engineering recommendations.
- Finalize the draft pavement report after incorporating review comments from the City and the design team.

Task 3 Assumptions:

- The core borings will be drilled within the City right-of-way.
- The drill cuttings are not contaminated and may be disposed of off-site by our drilling subcontractor. If the drill cuttings appear to be contaminated, the City will be informed immediately, and GeoDesign will take necessary action upon authorization.
- Polymer modified asphalt patch and aggregate base will be adequate for patching pavement borings.
- Work on Day Road will be limited to discussions with the design team and will not include field investigations.

- Work can be completed during normal weekday daylight hours.

Task 3 Deliverables:

- Draft and Final letter report summarizing data collection findings and recommendations.

TASK 4 CONTRACT PREPARATION

4.1 Ramp Data Collection

Collect horizontal and vertical information of the existing ramps and adjacent improvements of the pedestrian ramps identified for “field fit” by the Contractor using a robotic total station for all ramps. Information will be collected within the roadway, at the curb line, within the existing sidewalk and will include all utility and above ground features. The information will be translated to design software to be used for contract plan preparation. A localized horizontal and vertical datum will be used for data collection which will not be reproduced in the form of construction staking.

4.2 Detailed Curb Ramp Design

Additional topographic survey, as discussed in previous tasks, may be needed to aid in the design of pedestrian ramps that are identified as being too complicated for the “field fit” approach by the Contractor. Curb ramp design completed under this task will include detailed grading and dimensional information for each curb ramp based on the gathered topographic survey. For estimating purposes, a total of seven (7) curb ramps are anticipated to require this detailed design approach.

4.3 Traffic Signal Modification Design

DKS Associates will design for ADA related traffic signal improvements on SW Elligsen Road and Town Center Loop. Design will include:

- Replacing existing pushbuttons with new audible push buttons meeting Clackamas County standards for ADA pushbuttons.
- Installing new pedestrian traffic signal poles as needed.
- Installing conduits between junction boxes and new pedestrian poles and necessary new wiring. Intersections anticipated to require modification/improvement include the following:
- SW Elligsen Road/SW Parkway Avenue intersection: Improvements to all four quadrants and the refuge island on the east leg.
- SW Elligsen Road/SW Parkway Center Drive intersection: Improvements to all four quadrants.
- SW Elligsen Road/SW Canyon Creek Road intersection: Improvements to the two southern quadrants.
- SW Town Center Loop/SW Parkway Avenue intersection: Improvements to all four quadrants.
- SW Town Center Loop East/SW Courtside Drive intersection (Pedestrian Overhead Beacon): Improvements to all four quadrants. It is assumed that the in-ground lighting system will be abandoned.

No other traffic signal communications or street lighting design work is included.

4.4 60% Plans, Specifications Outline and Opinion of Cost

Plans will be prepared to 60% design level for pavement, curb ramp, utility adjustments, striping and traffic signal modifications as determined in the predesign phase. Drawing format will be AutoCAD Civil 3D 2018, and will be prepared using standard City title block as provided by the City. Plans will include the following:

- Plans and detail sheets. Where necessary, more detail will be included such as centerline or curb line profiles (if topographical survey is available), utility improvement plans, erosion control plans and demolition plans.

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- Striping plans will be included on the improvement plan sheets. Striping is anticipated to be replaced in like kind and based on the aerial photography.
- Vehicular loop detection will be replaced in like kind and location unless directed otherwise by the City.
- Traffic control, phasing and coordination details.
- Erosion control plans prepared to meet City standards.
- Traffic signal modifications as required.
- The following is the anticipated list of plan sheets:

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend, General Notes, Traffic Control Notes and Phasing	1	2
Typical Sections	3	5
Sheet Layout Map	1	6
Plan Sheets – SW Day Road (Plan only)	2	8
Plan Sheets – SW Town Center Loop (Plan only)	9	17
Plan Sheets – SW Park Place (Plan only)	1	18
Plan Sheets – SW Main Street (Plan only)	1	19
Plan Sheets – SW Parkway Avenue (Plan only)	3	22
Plan Sheets – SW Elligsen Road (Plan only)	4	26
Plan Sheets – SW Burns Way (Plan and Profile)	1	27
Pedestrian Ramp Details	12	39
Street Details	10	49
Traffic Signal Modification Plans	5	54
Traffic Signal Details	3	57

Notes:

1. SW Burns Way is the only street segments that will require profiling due to the anticipated reconstruction. All other streets will be shown in plan view only.
2. 400 feet of roadway can be shown on each plan and profile sheet. 800 feet of roadway can be shown on plan view only sheets (two viewports per sheet). SW Day Road will be shown with 1600 feet of roadway per sheet (two viewports per sheet).
3. One sheet will be provided for each intersection to show pedestrian ramp reconstruction.

A specifications outline and 60% opinion of cost will be prepared.

4.5 90% Plans, Specifications and Opinion of Cost

90% plans will be prepared incorporating review comments from the City. Specifications will use City of Wilsonville standards and the “2018 Oregon/APWA Standard Specifications for Public Works Construction”. Special Provisions will be prepared, as needed, to address project work not adequately covered in the Standard specifications and will include any Special Provisions previously prepared by the City to address asphalt and concrete workmanship. Wallis Engineering will attend one meeting to review City comments. Design will include:

- Horizontal design for the project areas being rehabilitated with grind and inlay improvements including utility adjustments, street amenity relocations and striping provisions.

- Vertical design of the proposed roadways being reconstructed. Utility adjustments, street amenity relocations and striping provisions will also be included.
- Two-dimensional curb ramp retrofit/replacement layouts. Layouts will be developed to the extent possible based on UAV information and field measurements collected under previous tasks. Ramp layouts will conform to PROWAG and ODOT/APWA standards utilizing City and ODOT standard drawings. It is assumed that the construction contractor will be ultimately responsible for new ramps meeting ADA requirements. The City and Wallis Engineering (as requested) will coordinate final layout and grades with the construction contractor.

4.6 Final Plans, Specifications and Opinion of Cost

Final plans, specifications, and an opinion of cost will be prepared as a reproducible set incorporating review comments from the City.

Task 4 Assumptions:

- Of the 47 existing curb ramp locations within the proposed project areas, approximately 33 locations appear to require installation or reconstruction based on a preliminary visual survey of existing ramp geometry using aerial and street view software. All ramp reconstructions will be completed within the limits of the existing sidewalk and it is therefore assumed that adequate right-of-way is available for these reconstructions. All property acquisition or Temporary Construction Permits necessary to construct the ramp improvements will be coordinated and obtained by the City.
- No traffic signal mast arm pole changes will be required.
- The existing traffic signal wiring can be maintained (no rewiring will be required).
- Existing conduits are sufficiently sized for new pushbutton wiring to be added (no new conduit crossing will be required other than between existing junction boxes and new pedestrian poles).
- No detection modifications will be required.
- No temporary traffic signal or temporary detection plans will be provided.
- City will provide record drawings for each traffic signal and pedestrian flashing beacon requiring modification.
- No vehicle video modification will be required.
- No landscaping restoration details will be included.
- Stormwater analysis/improvements for water quality and quantity will not be required.
- Utility improvements will be limited to adjusting existing structures to grade and adjusting grades of drainage inlets as needed. No new utility installation is included.
- Striping improvements will be limited to replacing existing striping. No modifications included.
- Traffic control plans included in the Contract plans will be limited to general notes and ODOT standard plans. No site-specific traffic control plans will be prepared. It is assumed that the Contractor will prepare detailed and site-specific traffic control plans.
- The City will provide all front-end bidding documents and will complete all legal reviews as necessary.
- Wallis Engineering will attend two design review meetings incorporating the City's comments. The hours and cost for this meeting is incorporated under Task 1.

If any of the assumptions listed below are invalid, a supplement may be necessary to complete the design.

Task 4 Deliverables:

- Electronic (PDF) versions of the 60%, 90% and final PS&E.

TASK 5 BIDDING PHASE SERVICES

Wallis Engineering will provide bidding services to the City, including responding to bidder's questions and preparing addenda as needed. A summary sheet of all bidder questions and responses will be provided to the City following the opening of bids, or as requested.

Task 5 Assumptions:

- City will distribute the contract documents, maintain a planholders list, and distribute addenda as needed.
- Wallis Engineering will not attend the bid opening.
- An allotment of eight (8) hours is assumed for responding to bidders' questions.

Task 5 Deliverables:

- Addenda
- Bidder question and response summary sheet.
- Recommendation of Award.

TASK 6 CONSTRUCTION PHASE SERVICES

Consultant will provide construction administration and inspection support as requested by the City to supplement City resources during construction as needed. Construction phase services will include:

6.1 Construction Administration

Provide support as requested for the following tasks:

- Attend the pre-construction meeting.
- Respond to RFI's submitted by the Contractor.
- Agency/Contractor coordination.

6.2 Construction Engineering and Field Inspection

Provide support to City as requested for the following tasks:

- Pedestrian ramp inspection (8 hours per week for 8-week construction duration).
- Onsite pre-pedestrian ramp construction meeting.

6.3 As-Built Plans

Review redlined construction drawings provided by the Contractor and prepare Record Drawings reflecting any changes made to the design during construction.

6.4 Post Construction Monumentation

CES|NW will verify disturbance of existing monuments and a post-construction survey will be recorded with both Washington and Clackamas County following construction, as necessary, based on actual disturbance of monuments and will include all monuments replaced during construction with the verified location of undisturbed monuments. CES|NW will reset all monuments disturbed during construction.

Task 6 Assumptions:

- The City will lead all construction management and inspection.
- Inspection hours are based on assumed construction contract durations and inspection frequency as identified in the subtasks above.
- All quality control testing will be completed by the Contractor or the City.
- Post-Construction as-built survey will not be performed.

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- The Contractor will provide all necessary construction staking for the project including all monument boxes that are shown in the contract to be replaced or reset by the Contractor.
- Two post-construction record of surveys will be filed for this project. One with Washington County and one with Clackamas County and will include separate filing fees.

Task 6 Deliverables:

- Inspector's daily report for each working day of inspection.
- Post-construction monumentation survey.
- Full size (22" x 34") paper, Mylar (min 3-mil), Electronic (PDF) version of As-Built/Record Drawings.

**Agreement
Fee Estimate
City of Wilsonville - 2020 Street Maintenance**

November 2019

	EM3	EM1	PE3	SE2	SE1	CM	T3	A6	A4	Wallis Labor	Expenses	CESNW	Subconsultants GeoDesign	DKS	Total Cost
	\$177.00	\$165.00	\$127.00	\$98.00	\$95.00	\$125.00	\$108.00	\$104.00	\$88.00						
Task 1 Project Management and Administration															
1.1 Define Project Objectives		12						2		\$ 2,156.00					\$ 2,156.00
1.2 Project Management and Administration		40						5		\$ 8,018.00	\$ 160.00 (M)				\$ 8,178.00
TASK 1 SUBTOTAL	2	52	0	0	0	0	0	6	7	\$ 10,174.00	\$ 160.00	\$ -	\$ -	\$ -	\$ 10,334.00
Task 2 Data Collection															
2.1 Site Investigation and Data Collection		8		8	20					\$ 4,004.00	\$ 35.00 (M)	\$ 21,016.00			\$ 4,039.00
2.2 Pre-Construction Monumentation Survey		2								\$ 330.00		\$ 2,688.00			\$ 3,018.00
2.3 Ortho-Rectified Photo Mapping		2		4			4			\$ 1,154.00		\$ 15,162.00			\$ 16,316.00
2.4 Topographical Survey and Mapping		4		8	16		24			\$ 5,556.00	\$ 70.00 (M)				\$ 5,626.00
2.5 Base Map Preparation		0		20	36	0	28	0	0	\$ 11,374.00	\$ 105.00	\$ 38,866.00	\$ -	\$ -	\$ 50,345.00
TASK 2 SUBTOTAL	0	18	0	20	36	0	28	0	0	\$ 850.00	\$ -	\$ -	\$ 42,157.00	\$ -	\$ 43,007.00
Task 3 Pavement Evaluation Services															
TASK 3 SUBTOTAL	0	4	0	0	2	0	0	0	0	\$ 15,438.00	\$ 210.00 (M)	\$ -	\$ -	\$ -	\$ 15,648.00
Task 4 Contract Preparation															
4.1 Ramp Data Collection		6		48	48		48			\$ 9,664.00					\$ 9,664.00
4.2 Detailed Curb Ramp Design		8			56		28			\$ 990.00				\$ 28,378.00	\$ 29,368.00
4.3 Traffic Signal Modification Design		6													
4.4 60% Plans, Specifications Outline and Opinion of Cost		4		22	82		96	2		\$ 30,438.00	\$ 35.00 (M)				\$ 30,473.00
4.5 90% Plans, Specifications and Opinion of Cost		6		20	52		46	6		\$ 20,308.00	\$ 35.00 (M)				\$ 20,343.00
4.6 Final Plans, Specifications and Opinion of Cost		6		12	24		24	2		\$ 7,682.00	\$ 35.00 (M)				\$ 7,717.00
TASK 4 SUBTOTAL	16	130	32	70	262	0	218	0	10	\$ 84,520.00	\$ 315.00	\$ -	\$ -	\$ 28,378.00	\$ 113,213.00
Task 5 Bidding Phase Services															
TASK 5 SUBTOTAL	0	8	0	12	0	0	0	0	2	\$ 2,672.00	\$ -	\$ -	\$ -	\$ 410.00	\$ 3,082.00
Task 6 Construction Phase Services															
6.1 Construction Administration					12					\$ 1,140.00	\$ 76.00 (M)				\$ 1,216.00
6.2 Construction Engineering and Field Inspection					64					\$ 6,080.00	\$ 641.00 (M)				\$ 6,721.00
6.3 As-Built Drawings / Record Drawings		4			12		12			\$ 3,096.00	\$ 400.00 (P)			\$ 2,562.00	\$ 6,058.00
6.4 Post Construction Monumentation		4								\$ 660.00		\$ 12,112.00			\$ 12,772.00
TASK 6 SUBTOTAL	0	8	0	0	88	0	12	0	0	\$ 10,976.00	\$ 1,117.00	\$ 12,112.00	\$ -	\$ 2,562.00	\$ 26,767.00
Project Subtotal	18	220	32	102	388	0	258	6	19	\$ 120,566.00	\$ 1,697.00	\$ 50,978.00	\$ 42,157.00	\$ 31,350.00	\$ 246,748.00

FEE SUMMARY

Wallis Labor	\$ 120,566.00
Wallis Expenses	\$ 1,697.00
Subconsultants	
CESNW	\$ 50,978.00
GeoDesign	\$ 42,157.00
DKS	\$ 31,350.00
TOTAL BUDGET	\$ 246,748.00

NOTE: Fee includes 5% markup



RATE SCHEDULE

Rates are effective thru December 31, 2020

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$141	\$141
Senior Engineer	\$193	\$193
Engineering Manager I - VI	\$165	\$190
Project Engineer I - IX	\$117	\$163
Staff Engineer I - IV	\$95	\$115
Engineering Intern I - III	\$59	\$65
Designer	\$112	\$136
Construction Manager	\$125	\$125
Inspector	\$88	\$103
Technician I-IV	\$78	\$114
Administrative I – VI	\$47	\$104

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%.