

RESOLUTION NO. 2841

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE CORRAL CREEK AND RIVERGREEN LIFT STATIONS REHABILITATION PROJECT (CAPITAL IMPROVEMENT PROJECT #2105).

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #2105, known as the Corral Creek and Rivergreen Lift Stations Rehabilitation project (the Project); and

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


WHEREAS, Murraysmith submitted a proposal on July 30, 2020 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:

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Murraysmith has provided a responsive and responsible proposal for engineering consulting services.
2. The City Council, 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 Murraysmith for a not-to-exceed amount of \$184,697, which is substantially similar to **Exhibit A** attached hereto.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of October, 2020, and filed with the Wilsonville City Recorder this date.

DocuSigned by:

C2B6698B3949461...

Tim Knapp, Mayor

ATTEST:

DocuSigned by:

E781DE10276B498...

Kimberly Veliz, City Recorder,

SUMMARY OF VOTES:

Mayor Knapp	YES
Council President Akervall	YES
Councilor Lehan	YES
Councilor West	YES
Councilor Linville	YES

EXHIBIT:

- A. Corral Creek and Rivergreen Lift Stations Rehabilitation Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Corral Creek and Rivergreen Lift Stations Rehabilitation Project (“Project”) is made and entered into on this ____ day of _____ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Murraysmith, Inc.**, an Oregon corporation (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. Scope of Work

Consultant shall diligently perform the design services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. 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 Work 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.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances 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.

3.3. 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 Work described herein.

3.4. 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 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 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS (\$184,697), 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.

4.2. 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 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

4.3. 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.

4.4. 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, permitting, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. 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, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, when applicable, 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 January 1, 2020, 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 6. City's Rights and Responsibilities

6.1. 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.

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. 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 16**.

Section 7. City's Project Manager

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

Section 8. Consultant's Project Manager

Consultant's Project Manager is Eddie Kreipe. 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 9. 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 10. 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 Work, 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 11. Subcontractors and Assignments

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** 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. 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.

11.2. 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.

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

Section 12. Consultant Is Independent Contractor

12.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** 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.

12.2. 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.

12.3. 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 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

13.1. 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 person 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.

13.2. 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.

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

13.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 14. Indemnity

14.1. 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 14.2**. 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.

14.2. Standard of Care. In the performance of the 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.

Section 15. Insurance

15.1. 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:

15.1.1. 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.

15.1.2. 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 after termination of this Agreement.

15.1.3. 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**.

15.1.4. 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.

15.1.5. 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.

15.1.6. 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.

15.1.7. 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.

15.2. 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 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

16.1.2. 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

16.1.3. 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.

16.2. 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.

16.3. 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.

16.4. 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 20**, for which Consultant has received payment or the City has made payment.

Section 17. 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 18. 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 4** of this Agreement, or changes or modifies the Scope of Work 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 19. 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 20. Property of the City

20.1. 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.

20.2. 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 21. 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: Mike Nacrelli, Civil Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Murraysmith, Inc.
Attn: Eddie Kreipe, PE
888 SW Fifth Avenue, Suite 1170
Portland, OR 97204

Section 22. Miscellaneous Provisions

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

22.5. 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.

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

22.7. 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.

22.8. 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.

22.9. 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.

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

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

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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."

22.16. 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.

22.17. 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.

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

22.19. 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.

22.20. 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:

MURRAYSMITH, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

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

EXHIBIT A

SCOPE OF WORK CORRAL CREEK & RIVERGREEN LIFT STATION REHABILITATION CITY OF WILSONVILLE

Project Overview and Understanding

The Rivergreen Sewer Lift Station was constructed in 1972 as part of the Rivergreen Phase I subdivision and refurbished in 1990. In 2018, the submersible pumps and guide rails were replaced. This station currently contains two Myers submersible pumps with 15-horsepower (hp) motors and has a firm capacity of 285 gpm. The station pumps through a 6-inch diameter PVC force main approximately 1,280 feet long which discharges into a gravity sewer manhole near the intersection of SW Willamette Way and SW Chantilly and conveyed via gravity sewer to the wastewater treatment plant. For backup power supply, the lift station has a receptacle connection for providing power from a portable diesel generator.

The Corral Creek Sewer Lift Station was constructed in 1990 as part of the Rivergreen Phase III subdivision. This station consists of two Myers submersible pumps with 5- hp motors and has a firm capacity of 160 gpm. The station pumps through a 4-inch diameter PVC force main approximately 520 feet long and discharges into a gravity sewer manhole on SW Willamette Way. Flows from the Corral Creek Lift Station are conveyed to the Rivergreen Lift Station. Like Rivergreen, the station has a receptacle connection for providing backup power from a portable generator.

The City's 2014 Wastewater Collection System Master Plan (CSMP) identified the rehabilitation of Corral Creek and Rivergreen lift stations as condition-based improvements in the Capital Improvement Program (CIP). Due to their age and condition, this project, CIP-20, was scheduled for implementation within the zero to five-year time frame. In 2019, condition assessments were performed on both stations, with results echoing the recommendations of the CSMP.

The City's main objectives are to improve station performance and reliability while minimizing impact to neighbors during construction. Rehabilitation and replacement needs for each station are as follows:

Corral Creek Lift Station

- Replacement Pumps
- Replacement Electrical & Controls
- Wet Well Rehabilitation
- New Bypass Pump Connection on Force main

- Replacement Portable Generator Connection
- Improved Boom Truck Access
- New Valves/Appurtenances

Rivergreen Lift Station

- Replacement Electrical & Controls
- New Bypass Pumping Connection
- New Permanent Generator
- Replacement Valves/Appurtenances

Scope of Services

The scope of services has been separated into 7 different tasks listed below. A detailed scope of work for each task is described below.

- Task 1 – Project Management
- Task 2 – Project Kickoff, Data Gathering and Condition Evaluation
- Task 3 – Public Outreach
- Task 4 – Design Document Development
- Task 5 – Final Construction Documents and Permit Assistance
- Task 6 – Bidding and Award Services
- Task 7 – Construction Phase Services

The Consultant will perform the following services.

Task 1 - Project Management

Objectives

In this task the Consultant's project manager will provide overall leadership and team strategic guidance aligned with the City of Wilsonville staff objectives. In addition, the Consultant will coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice.

1.2 Coordination with the Owner

Consultant will maintain communication with the City through phone and email communication. Follow-up all decision-making phone conversations with a recap via email. Consultant will manage and coordinate the technical and scope issues of the overall project.

1.3 Staff and Subconsultant Management

Consultant's Project Manager will manage the project staff and subconsultants to comply with the project scope, schedule and budget.

1.4 Quality Assurance and Quality Control

Consultants QA/QC manager will provide in-house reviews and checking of the 30%, 60%, 90% and final design deliverables. QA/QC manager will also provide technical assistance throughout the project.

Task Deliverables

- Monthly invoicing and progress reports

Assumptions

- Consultant assumes a Notice to Proceed date by November 1, 2020
- Project duration will be 15 months; therefore, it is assumed that there will be up to 15 progress payments/status reports

Task 2 –Data Gathering and Condition Evaluation

Objectives

In this task the Consultant will gather and review relevant pump station information and perform a condition evaluation that will be the basis for developing design criteria.

Activities

2.1 Project Kick-Off Meeting

A project kick-off meeting with City Engineering, Public Works, Jacobs, and other stakeholders will be held to review the project objectives, discuss project coordination and communication, and identify any design or operational preferences prior to starting the design process.

2.2 Data Gathering and Review

Review 2014 CSMP, FEMA and County flood plain mapping, City natural resource maps, pump station as-builts, record drawings, O&M Manuals, flow records, previously completed evaluation reports, and other information made available by the City.

2.3 Existing Utility Review

Request utility mapping and locates within the project area. Contact City and other appropriate utilities to confirm the presence or absence of active and/or abandoned facilities on the station site, and in the immediate project vicinity. Request utilities to be located through the Utility Notification Center (One Call) and obtain utility mapping from each utility with potentially impacted facilities.

2.4 Boundary Resolution and Topographic Survey

Topographic survey of surface features and marked utilities will be collected as follows.

- The boundary survey work will involve research and review of existing Clackamas County survey records, field location of all pertinent property corners/controlling monuments and calculations of boundary lines and easements.
- The topographic survey will include field survey of all existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.) as well as elevations with one-foot contour intervals.
- The survey limits will include the pump stations sites and 15 feet adjacent to the sites, plus approximately the south half of the cul-de-sac rights-of-way. In addition, for Rivergreen Lift Station, the area directly across the boat ramp from the pump station will be topographically surveyed for the Generator site.

2.5 Condition Evaluation of Existing Facilities

Consultant will review the 2019 condition assessment documentation and confirm its findings and document any additional findings from the below condition evaluation.

Consultant will perform a condition evaluation of the existing concrete wet wells to determine if the wet well has degradation from hydrogen sulfide corrosion. Recommendations for appropriate rehabilitation, including concrete repairs and sealing of infiltration sources, and use of coatings or liners to extend the service life, will be made.

Consultant will evaluate existing electrical equipment condition to determine what equipment is recommended for replacement and what equipment could potentially be reused. Existing telemetry system will be evaluated to determine what changes are necessary to accommodate any added alarms or monitoring signals for each site and for potential equipment reuse in the rehabilitated pump stations.

Task Deliverables

- Kickoff meeting minutes
- Topographic survey map and CAD file
- Condition evaluation forms

Assumptions

- Kick-off meeting to be held remotely using a virtual meeting format acceptable to the City.
- City to provide applicable pump station documents and information to Consultant within 3 days of Consultants information request.
- On-site condition evaluations will be completed by up to 3 members of the Consultant team.

Task 3 – Public Outreach

Objectives

In this task the Consultant will Assist the City with public outreach and neighborhood meetings to engage the neighbors to inform them of the proposed project, identify design preferences and possible concerns or issues related to constructing the proposed upgrades within the Rivergreen neighborhood.

Activities

3.1 Initial Neighborhood Meeting

Consultant staff will attend an initial informal meeting with City staff and interested neighbors, at a location to be determined, to discuss the project and engage the neighbors to learn items of concern. Consultant will prepare a brief agenda and a simple figure showing the project location to discuss potential project impacts. A summary of issues raised by the neighborhood will be provided.

3.2 Neighborhood Meeting #2

The consultant team will assist the City in preparing for a more formal meeting with the neighborhood when the draft Preliminary Design Memorandum is complete. This meeting is intended to share the design criteria and proposed improvements with key neighborhood stakeholders. The public will be engaged for input into the preferred alternatives for the generator location and any landscaping preferences to identify design features that may be selected during design. This meeting will be facilitated by City staff with graphics provided by the Consultant.

Task Deliverables

- Agenda, site location figure and summary notes from initial neighborhood meeting.
- Summary notes and graphics for meeting #2.

Assumptions

- City to run and facilitate both neighborhood meetings.
- A maximum of 3 graphics/figures will be developed for Meeting #2.

Task 4 – Design Document Development

Objectives:

In this task the Consultant will develop and document design criteria and concepts in a Preliminary Design Memorandum and 30% plans that will establish the basis for detailed design work. Consultant will then develop detailed design a deliverable at the 90% design level.

Activities:

4.1 Preliminary Design Deliverable and Workshop

Develop preliminary design calculations that will include:

- Hydraulic calculations to determine the hydraulic duty point for pump selection (Corral Creek LS only)
- Electrical load calculations for each station
- Generator load calculation and sizing

Conduct preliminary equipment selections for mechanical, electrical, control, and instrumentation equipment. The design team will coordinate with the City staff for their preference and input on equipment selections.

Perform a siting analysis to determine the recommended location of the generator at Rivergreen LS. Up to 3 alternative locations will be evaluated. The consultant will evaluate options for screening the generator including painting the generator enclosure, installing a decorative wrap on the enclosure and landscaping options.

Develop a site plan for each site that identifies the upgrades for each lift station. A one line diagram and electrical site plan will be developed for each station.

Prepare a bullet point list of design criteria for each station and incorporate into a brief summary memorandum. The preliminary design deliverable will also include 30% plans, 30% specification outline and a 30% design level construction cost estimate.

Consultant team will prepare an agenda and attend a 2-hour review workshop with City staff and key stakeholders. Provide meeting notes to the City within 5 days following the design workshop.

4.2 90% Design PS&E Deliverable and Design Workshop

Prepare draft bidding and construction documents for City review. Comments from 30% design review will be addressed and incorporated into the 90% submittal, as appropriate. Provide 90% engineer's cost estimate. Prepare an agenda and attend a 2-hour review workshop with City staff and key stakeholders. Provide meeting notes to the City within 5 days following the design workshop.

Task Deliverables

- Preliminary design criteria memorandum, 30% plans, 30% technical specification outline, and 30% engineers cost estimate in pdf.
- 90% plans, 90% bid documents and technical specifications and 90% engineers cost estimate in pdf.
- Design review workshop agendas and meeting notes (3 total).

Assumptions

- Preliminary design criteria memorandum will be a maximum of two pages of bullet point design criteria for the two pump stations.
- Plans will be prepared on full-sized sheets and printed to half-size sheets for pdf electronic submittal (via email, FTP or cloud-based file transfer).
- Hard copies of design submittals and final signed documents will not be required for City.
- City to provide special provisions and front-end bidding documents for inclusion in the 90% deliverable set. It is assumed that these will be provided in the same format as the Memorial Park Lift Station Project (City front end bidding documents and City of Wilsonville Special Provisions to the Oregon Standard Specifications)
- Structural details for the generator pad will be provided at the 90% design level.
- City will provide written design submittal review comments.
- Technical Specs for project materials, equipment, and performance will be formatted following the Construction Standards Institute (CSI).
- No DEQ plan review is included in this scope of work. City to verify if DEQ considers this a maintenance related upgrade and that no DEQ design review is required. If DEQ design review and coordination is required, that will be negotiated under a contract amendment.

- An engineered retaining wall above 4' in height will not be required for the generator pad.
- Electrical equipment at Rivergreen Pump Station will remain in the same location and be located in similar exterior rated cabinets. It is not anticipated the electrical equipment will be relocated.
- Electrical equipment at Corral Creek Pump Station will remain located on the exterior of the small brick control structure or inside the control structure. It is not anticipated the electrical equipment will be relocated, and no changes or improvements will be made to the brick structure
- Design deliverable workshops will be held remotely using a virtual meeting format acceptable to the City. It is assumed that up to 3 members of the Consultant will participate in the workshops and they will be up to 2 hours each.
- 30% design Plan Sheets anticipated to be included are:
 - Civil Site Plan for each station
 - Generator Siting Options sheet
 - Preliminary Landscape Sheet for generator screening
 - Electrical One Line Diagram for each station
 - Electrical Site Plan for each station.
- 90% design Plan Sheets anticipated to be included are as follows:

General

Cover and Title Sheet, General Notes and Legend Sheet, Abbreviations Sheet, and Design Data Table and System Head Curve Sheet (4 sheets)

Erosion and Sediment Control (ESC)

Erosion Control Notes and Details, Corral Creek LS Erosion Control Plan, Rivergreen LS Erosion Control Plan (3 sheets)

Civil

General: Civil Details (2 sheets)

Corral Creek LS: Pump Station Site Plan, Pump Station Piping Plan (2 sheets)

Rivergreen LS: Pump Station Site Plan, Pump Station Piping Plan (2 sheets)

Landscape

Corral Creek LS Landscaping Plan, Rivergreen LS Landscaping Plan, Landscaping Details (3 sheets)

Structural

General Structural Notes, Quality Assurance Plan and Notes, Generator Foundation and Retaining Wall (as needed) Details (3 sheets)

Mechanical

General: Mechanical Details (2 sheets)

Corral Creek LS: Wet Well and Vault Plan, Wet Well and Vault Sections (2 sheets)

Rivergreen LS: Vault Plan and Section (1 sheets)

Electrical and Instrumentation

General: Electrical Legend and Abbreviations, Disconnect Enclosure Details, Service Panel Details, Control Panel Details, Control Panel Electrical Schematic (5 sheets)

Corral Creek LS: One Line Diagram, Site Plan, Wet Well Plan, Circuit Schedule, Motor Control Diagrams, PLC I/O List (6 sheets)

Rivergreen LS: One Line Diagram, Site Plan, Wet Well Plan, Generator Details, Circuit Schedule, Motor Control Diagrams, PLC I/O List (7 sheets)

Task 5 – Final Construction Documents and Permit Assistance

Objective

In this task the Consultant will provide final construction documents to the City and assist the City in acquiring project permits.

Activities

5.1 Prepare Final Contract Documents

Comments from 90% design review will be addressed and incorporated into the final contract documents ready for bidding. Contract documents will include bidding requirements, contract forms, conditions of the contract, general requirements, technical specifications, and final stamped plans. The technical specifications and plans will be electronically signed by the Engineer.

5.2 Permitting Assistance

Provide the City with final structural calculations for inclusion in the building permit application. Incorporate building permit or plan review comments into final building permit approved plan set.

Task Deliverables

- Final signed bid documents in pdf.
- Final permit set plans in pdf, as necessary.

Assumptions

- Final plans, technical specifications and bidding documents will be provided following assumptions as listed in Task 4.
- Only minor revisions will be required to finalize the contract documents from the 90% deliverable.
- City will prepare applications and submit for all required permits. Anticipate permits are as follows: erosion and sediment control permit, building permit, and grading permit.
- It is assumed that no development review process or permitting will be required for either lift station site.
- Trade permits (electrical, mechanical, plumbing, etc.) will be obtained by the City and/or the Contractor.

Task 6 – Bidding and Award Services

Objective

In this task the Consultant will provide professional engineering services during bidding.

Activities

6.1 Pre-Bid Conference

Conduct a pre-bid conference, if deemed appropriate and beneficial. Provide written summary from conference.

6.2 Respond to Bidder Inquiries

Provide written responses to bidder inquiries during the bidding phase. Issue minor contract addenda if needed.

6.3 Review Bids and Recommend Award

Provide technical assistance in review and evaluation of bids, prepare bid summary sheet and provide recommendation of construction contract award.

Task Deliverables

- Pre-bid Conference Meeting Agenda and Summary
- Bidder Responses and Addenda
- Recommendation of Award letter

Assumptions

- City will print and distribute bidding documents, responses to bidder inquires, addenda, and maintain a plan holders list.
- City will publish the Intent to Bid and pay advertising fees and costs.
- City to conduct bid opening.
- One addendum will be issued, as required.

Task 7 – Construction Phase Services

Objective

In this task the Consultant will provide engineering services during construction of the project so that the project is constructed in accordance with the approved plans and specifications.

Activities

7.1 Pre-Construction Meeting

Coordinate and conduct pre-construction conference, prepare a meeting agenda, and prepare and distribute meeting minutes.

7.2 Submittal Review

Review contractor submittals and shop drawings for conformance to the design requirements of the project. Consult with and advise City as to the acceptability of substitute and “or-equal” items proposed for use by contractor. The prime consultant will coordinate with its subconsultants to review submittals under their respective disciplines.

7.3 Construction Engineering

Respond to Contractor Requests for Information and issue necessary clarifications or interpretations of the contract documents and assist the City with preparing change orders.

7.4 Periodic Construction Observation and Weekly Meetings

A project representative will be provided to periodically monitor the progress and quality of the executed work up through final testing and acceptance. Provide observation reports of the executed work to the City. Attend weekly construction meetings during active construction or as requested by the City.

7.5 Start Up and Training

Attend the pump station start-up and verify pump and operational performance. Facilitate the training of City O&M staff regarding operation and maintenance of the new pump station.

7.6 Review Contractors O&M Manual

Review and provide comment on O&M manual compiled by the Contractor for all newly installed equipment.

7.7 Prepare Record Drawings

Prepare and provide to City one set of permanent record drawings representative of the “as constructed” work based on contractor-supplied redlines of changes during construction and information obtained during site visits. Record drawings will also be provided to the City in digital format.

Task Deliverables

- Pre-construction meeting agenda and summary.
- Submittal review comments and submittal log.
- Responses to Contractor Requests for Information and provide clarifications or interpretations of the Contract Documents.
- Change Orders and RFI responses.
- Record Drawings, full-sized pdf file.

Assumptions

- City will provide a project manager and designated inspector that will be the primary contact for the contractor and coordinate with Murraysmith for work under this task.

- Up to 15 submittals and 5 resubmittals (for a total of 30 submittals) will be reviewed. Budget assumes 3 hours per submittal and 1 hour for each resubmittal.
- Up to one change order request is included in the budget that will incorporate up to 4 change proposal requests.
- Up to 10 RFI responses are included in the budget.
- City will coordinate and review contractor BOLI submittals.
- City will provide all special inspections and testing as required.
- Construction staking locations will be included in the Plans and the Contractor will provide construction survey.
- As this is assumed to be a maintenance project that will not require DEQ plan review, it is also assumed that an engineer developed O&M manual required by OAR 340-052-0040 will not be required. If this additional documentation is required by the City, then it will be negotiated under a contract amendment.
- Up to 7 construction observations as listed below will be performed by the consultant. The budget assumes five hours for each visit to account for travel time, on-site time, and reporting for Subtask 6.4.
 - Site piping installation
 - Electrical conduit layout (pre-cover)
 - Generator foundation form work
 - Wet well and valve vault piping complete prior to coating
 - Electrical cabinet installation review
 - Substantial completeness inspection
 - Final inspection of corrective work
- Up to 4 weekly meetings will be attended via conference call or digital meeting format.
- PLC programming and SCADA integration will be performed by the City.

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates. 2020 Billing rates, direct expenses and outside service rates are as provided in the attached Exhibit B.

Project Schedule

The consultant will work with the City's project manager to develop a more specific schedule of deliverables. The general anticipated project schedule is as follows:

Consultant Notice to Proceed	November 2020
Preliminary Design Complete	February 2021
Final Design Complete	June 2021
Construction Complete	January 2022
Project Complete	March 2022

CORRAL CREEK AND RIVERGREEN LIFT STATIONS REHABILITATION															
CITY OF WILSONVILLE															
PROPOSED FEE ESTIMATE-DESIGN, BIDDING AND CONSTRUCTION SERVICES															
	Principal Engineer \$250 Gerr	Professional Engineer VI \$182 Krispe	Professional Engineer VI \$182 Miss	Engineering Designer II \$143 Lafrenz	LABOR CLASSIFICATION (HOURS)				Hours	Estimator Fees			Subcontractant Total with Markup	CADD Units \$18/hr	Total
					Technician III \$139 Elgarabali	Technician IV \$155 Estep	Technician II \$170 McEvedin	Administrative II \$101 Steinberg		Administrative II \$101 Haught	RAW	PSE			
Task 1 - Project Management															
Task 1.1 - Invoice/Status Reports	15	30							15						\$ 10,725
Task 1.2 - Coordination with the Owner	2	10							12						\$ 1,820
Task 1.3 - Staff and Subcontractant Management	2	10							16						\$ 2,320
Task 1.4 - Quality Assurance and Quality Control	16								16						\$ 4,000
Task 1 Subtotal	35	50	0	0	0	0	0	0	15	0	0	0	0	0	\$ 18,865
Task 2 - Data Gathering and Condition Evaluation															
Task 2.1 - Data Collection Meeting	4	4							8						\$ 1,456
Task 2.2 - Data Gathering and Review	2	2							6						\$ 936
Task 2.3 - Existing Utility Review	2	2							6						\$ 936
Task 2.4 - Boundary Resolution and Topographic Survey	6	10							22						\$ 3,686
Task 2.5 - Condition Evaluation of Existing Facilities	0	10	20	14	4	4	2	4	51	0	0	0	0	0	\$ 6,259
Task 2 Subtotal	0	10	20	14	4	4	2	4	51	0	0	0	0	0	\$ 5,900
Task 3 - Public Outreach															
Task 3.1 - Neighborhood Meeting #1	3	3							17						\$ 3,630
Task 3.2 - Neighborhood Meeting #2	6	6							21						\$ 3,706
Task 3 Subtotal	0	6	12	10	0	0	0	0	38	0	0	0	0	0	\$ 5,906
Task 4 - Design Document Development															
Task 4.1 - Preliminary Design Deliverable and Workshop	1	6	14	22	6	4	24	2	79						\$ 11,572
Task 4.2 - 10% Design PSE Deliverable and Design Works log	1	10	32	66	6	4	54	2	175						\$ 25,468
Task 4 Subtotal	2	16	46	88	12	8	78	4	254	0	0	0	0	0	\$ 37,040
Task 5 - Final Construction Documents and Permit Assistance															
Task 5.1 - Final Construction Documents	2	4	4	12	2	2	12	2	36						\$ 5,408
Task 5.2 - Permitting Assistance	2	4	4	4	4	4	4	4	14						\$ 2,144
Task 5 Subtotal	0	4	8	16	2	2	16	2	50	0	0	0	0	0	\$ 7,182
Task 6 - Bidding and Award Services															
Task 6.1 - Pre-Bid Conference			4	4					4						\$ 728
Task 6.2 - Respond to Bidders Inquiries		2	4	6	6	4	4		16						\$ 2,430
Task 6.3 - Review Bids and Recommend Award		1	1	4	4				5						\$ 754
Task 6 Subtotal	0	2	9	10	0	0	4	4	25	0	0	0	0	0	\$ 3,922
Task 7 - Construction Phase Services															
Task 7.1 - Pre-Construction Meeting			6	4					10						\$ 1,664
Task 7.2 - Submittal Review	4	10	36	36	6	4	4		50						\$ 7,656
Task 7.3 - Construction Engineering		4	4	16	4	4	4		24						\$ 3,496
Task 7.4 - Periodic Construction Observation and Weekly Meetings		10	25	16	6	6	6		35						\$ 5,395
Task 7.5 - Start Up and Training		8	8	6	6	6	6		14						\$ 2,314
Task 7.6 - Review Contractor O&M Manual		1	2	6	6	6	6		9						\$ 1,404
Task 7.7 - Prepare Record Drawings		2	4	4	4	4	4		22						\$ 3,720
Task 7 Subtotal	0	7	44	99	0	2	12	0	104	0	0	0	0	0	\$ 25,189
TOTAL - ALL TASKS	35	95	159	227	14	13	124	8	680	15	0	0	0	0	\$ 106,389
															\$ 55,790
															\$ 7,506
															\$ 5,900
															\$ 76,072
															\$ 2,232
															\$ 164,697



2020 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2020 through December 31, 2020. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2020 Rates</u>	<u>Billing Classifications</u>	<u>2020 Rates</u>
Principal Engineer VI	\$270	Construction Manager VIII	\$227
Principal Engineer V	\$260	Construction Manager VII	\$219
Principal Engineer IV	\$250	Construction Manager VI	\$203
Principal Engineer III	\$239	Construction Manager V	\$188
Principal Engineer II	\$230	Construction Manager IV	\$178
Principal Engineer I	\$222	Construction Manager III	\$162
Professional Engineer IX	\$212	Construction Manager II	\$150
Engineering Designer IX	\$204	Construction Manager I	\$133
Professional Engineer VIII	\$202	Inspector VII	\$188
Engineering Designer VIII	\$193	Inspector VI	\$172
Professional Engineer VII	\$191	Inspector V	\$156
Engineering Designer VII	\$184	Inspector IV	\$145
Professional Engineer VI	\$182	Inspector III	\$129
Engineering Designer VI	\$175	Inspector II	\$117
Professional Engineer V	\$171	Inspector I	\$100
Engineering Designer V	\$164	Technician IV	\$155
Professional Engineer IV	\$161	Technician III	\$139
Engineering Designer IV	\$161	Technician II	\$120
Professional Engineer III	\$157	Technician I	\$101
Engineering Designer III	\$157	Administrative III	\$110
Engineering Designer II	\$143	Administrative II	\$101
Engineering Designer I	\$132	Administrative I	\$89
Project Manager V	\$270		
Project Manager IV	\$250		
Project Manager III	\$225		
Project Manager II	\$200		
Project Manager I	\$164		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.