

RESOLUTION NO. 1966

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD; ACCEPTING THE COMPETITIVE PROPOSAL PROCESS; VERIFYING FUND AVAILABILITY; AUTHORIZING THE CITY ENGINEER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH OBEC CONSULTING ENGINEERS TO PROVIDE PROFESSIONAL (ENGINEERING) SERVICES FOR THE BOECKMAN CREEK CULVERT REPLACEMENT PROJECT.

WHEREAS, in June, 2005, the Wilsonville City Council adopted a Capital Improvement Program for the City that includes a FY 2005/06 appropriation of \$245,100 to fund the engineering, permitting, environmental assessment and construction management for the design and construction of the Boeckman Creek Culvert Replacement Project (Project No. 570.950.45030.00000.7016); and

WHEREAS, the City Engineer seeks the services of an engineering firm to provide professional services for the referenced project; and

WHEREAS, on the 22nd day of February, 2005, the City of Wilsonville adopted Ordinance No. 578 adopting State findings, policies and methods of fostering competition and definitions consistent therewith, to provide for competitive bids or proposals, providing for contracting officers and the creation of procedures for the screening and selection of professional services; and

WHEREAS, the Boeckman Creek Culvert Replacement Project was duly advertised for competitive proposals to provide professional services in the Daily Journal of Commerce, a newspaper of general circulation; and

WHEREAS, seven (7) submittals were received on August 31, 2005, prior to 4:00 p.m., local time, at the Community Development Department, 8445 SW Elligsen Road, Wilsonville, Oregon; and

WHEREAS, the seven (7) submittals were reviewed by a City staff panel and ranked on September 8, 2005; and

WHEREAS, from the seven (7) firms that participated in the competitive, qualification based selective process, OBEC Consulting Engineers was selected as the consultant firm that was best qualified to provide the certain professional services for the referenced project; and

WHEREAS, Section 2.310 of the Wilsonville Code states that "The Wilsonville City Council is designated as a Local Contract Review Board under the State of Oregon Public Contracting Code"; and

WHEREAS, after selecting OBEC Consulting Engineers as the best qualified firm to provide certain professional engineering services; and

WHEREAS, OBEC Consulting Engineers has proposed to accomplish the professional engineering services for a fee not to exceed \$130,150; and

WHEREAS, staff has determined that the fees, as proposed by OBEC Consulting Engineers, are fair and reasonable; and

WHEREAS, in the public interest the City Council acting as the Local Contract Review Board may exercise its rights to reject any proposals and waive informalities as reserved in its Request for Proposals; and

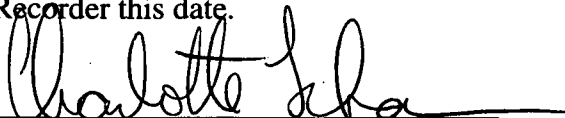
WHEREAS, the City of Wilsonville desires to execute a Professional Services Contract Agreement in a timely manner.

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

1. The City Council, acting as the Local Contract Review Board, does hereby approve and authorize the City Engineer to sign a Professional Services Agreement between the City of Wilsonville and OBEC Consulting Engineers, a copy of which is marked Exhibit "A", attached hereto and incorporated herein, to provide the engineering professional services recited within for the referenced project.
2. The City Council hereby authorizes the expenditures for this contract not to exceed \$130,150 from the Fiscal Year 2005/06 budget as follows:

<u>Account</u>	<u>Budget Amount</u>
570.950.45030.00000.7016	\$245,100
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17th day of October, 2005, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Mayor

ATTEST:


Sandra C. King, City Recorder, MMCO

SUMMARY OF VOTES:

Mayor Charlotte Lehan Yes
Council President Kirk Yes
Councilor Holt Yes
Councilor Scott-Tabb Yes
Councilor Knapp Yes

EXHIBIT A

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
BOECKMAN CREEK CULVERT REPLACEMENT PROJECT**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville, Wilsonville, Oregon, (hereinafter referred to as the "City"), and OBEC Consulting Engineers, (hereinafter referred to as "Consultant").

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

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

A. Term

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

B. Consultant's Services

B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit B. All provisions and covenants contained in Exhibit B are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manger shall not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.

B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage

rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

B.4 The existence of this Agreement between City and Consultant shall not be construed as City's promise or assurance that Consultant will be retained for future services unrelated to this public works project.

B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

C. City's Responsibilities

C.1 City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

D. Compensation

D.1 Except as otherwise set forth in this subsection D, City agrees to pay Consultant not more than \$130,150 for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on an hourly basis as shown on the Rate Schedule attached as Exhibit C which is attached hereto and incorporated herein. Compensation shall be only for actual hours worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the amount of hours devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.

D.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit B, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Standard Hourly Rate Schedule, provided the parties comply with the requirements of Section R. No compensation for additional services shall be paid or owing unless both parties specifically agree to such additional compensation and services.

D.3 Unless expressly set forth on Exhibit C as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in

subsections D.1 and D.2. Only those reimbursable expenses which are set forth on Exhibit B and itemized on Consultant's bills for services shall be the basis for which payment of those expenses by City shall be owing.

- D.4 Except for amounts withheld by City pursuant to this agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- D.5 City shall be responsible for payment of required fees, payable to governmental agencies including, but not limited to plan checking, land use, zoning and all other similar fees resulting from this project, and not specifically covered by Exhibit B.
- D.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits. Compensation rates may be adjusted on an annual basis to take into account inflation.
- D.7 In the event Consultant's responsibilities as described on Exhibit B have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

E. City's Project Manager

City's Project Manager is John Michael. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

F. Consultant's Project Manager

Consultant's Project Manager is Gregg Ausland. In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such redesignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

G. Project Information

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

H. Duty to Inform

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of 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 City's rights.

I. Consultant is Independent Contractor

- I.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under paragraph D of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City. Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.
- I.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit B may be performed by those persons identified on Exhibit C and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.
- I.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section I.
- I.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.

- I.5 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- I.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I.7 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.
- I.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

J. Indemnity and Insurance

- J.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto only and shall hold City harmless from and indemnify City of 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 misconduct provided pursuant to this Agreement or from Consultant's failure to perform its responsibilities as set forth in this agreement. The review, approval or acceptance by City, its Project manager or City of Wilsonville employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from any and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section J.2.3. The provisions of this section shall

survive termination of this Agreement. City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting or allegedly resulting from City's negligent acts, omissions or from its willful misconduct as governed by ORS Chapter 30.

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

J.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Unless specifically set forth on Exhibit A, expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

J.2.2 The City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.

J.2.3 In the performance of its professional services, the Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will reperform any services not meeting this standard without additional compensation. Consultant's reperformance of any services, even if done at City's request, shall not be considered as a limitation or waiver by 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 or this Agreement.

J.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be revised, non-renewed, or canceled. The Consultant shall endeavor to provide for not less than 30 days' written notice to the City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate

this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.

J.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:

J.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.

J.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limits.

J.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

J.2.5.4 Professional liability insurance of \$500,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any other requirements of this Agreement, City may require subcontractors to provide Professional Liability Insurance, provided the amount and form of coverage complies with the requirements of paragraphs J.2.1, J.2.2, J.2.3, J.2.4 and J.2.5.4.

J.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages identified in items J.2.5.2 and J.2.5.3.

J.2.6 The coverage provided by these policies shall be primary and any other insurance carried by City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City

for all such claims shall be no more than the amount of the applicable insurance deductible.

K. Early Termination

K.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:

K.1.1 By mutual written consent of the parties;

K.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; and

K.1.3 By Consultant, effective upon seven days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.

K.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, 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, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

K.3 If City terminates the Agreement for its own convenience, 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 City under this Agreement.

K.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Paragraph O for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

L. Suspension of Work

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

decrease in its standard hourly rates.

M. Subconsultants and Assignments

M.1 Unless expressly authorized in Exhibit A or Paragraph I of this Agreement, Consultant shall neither subcontract with others for any of the work prescribed herein, nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from City. Work may be performed by persons other than Consultant, provided Consultant advises City of the names of such subcontractors and the work which they intend to perform and the City specifically agrees thereto. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). Except as otherwise provided by this Agreement, City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this contract without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City.

M.2 City shall have the right to let other agreements be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers or subconsultants on the project and the City so that all portions of the project may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and subconsultants and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

N. Access to Records

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

O. Work is Property of City

A. Originals or Certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to 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 City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing the 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.

- B. Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by City or their designees, of all work performed by Consultant pursuant to this contract without the express written permission of the Consultant.
- C. City agrees it will indemnify and hold Consultant harmless for all losses or damages that may arise out of the reuse of specific engineering designs incorporated into extensions, enlargements or other projects, without the express written permission of the Consultant.

P. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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

Q. Adherence to Law

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

R. Modification

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with

any modification to the contract 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 which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

S. Other Conditions

S.1 Except as otherwise provided in paragraphs S.1.1, S.1.2, and S.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the project; and further, that any review or approval by the owner of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

S.1.1 Subsurface Investigations. In soils, foundation, ground water, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.

S.1.3 Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is responsible for any errors or omissions about which the Consultant knew or should have known in the information from those employees or firms employed by the Consultant under the terms of the contract as stated therein that is incorporated into the record drawings.

S.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages

as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any subsequent breach by Consultant.

T. Integration

This Agreement, including but not limited to Exhibits and Consultant's proposal submitted to City contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations or agreements. In case of conflict among these documents the provisions of this Agreement shall control.

U. Miscellaneous / General

Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this agreement as described herein.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this _____ day of _____, 2005

CONSULTANT:

CITY OF WILSONVILLE:

OBEC CONSULTING
ENGINEERS

By

Michael A. Stone
City Engineer

By _____

Attest:

Sandra C. King
City Recorder

Mailing Address:

Mailing Address:

30000 SW Town Center Loop East
Wilsonville, OR 97070

Approved as to form:

Employer I.D. No.

Michael E. Kohlhoff
City Attorney

EXHIBIT B
Work Order Contract No. 1
City of Wilsonville
Boeckman Creek Culvert Replacement Project

Phase 1: Statement of Work for Preliminary Engineering

PURPOSE OF PHASE 1 WORK ORDER/PROJECT BACKGROUND:

The purpose of this Work Order Contract is to provide engineering, stream restoration and hydrogeological services for the proposed Boeckman Creek Culvert Replacement Project. The work includes the preparation of design reports, environmental documentation, permits, public involvement, final plans, specifications, cost estimates, and other related materials necessary to prepare contract bidding documents for the named project.

The project encompasses removal of two 48-inch corrugated metal culverts and associated fill, restoration of the stream channel, banks, and surrounding area at two sites. The upper site is scheduled for replacement with an embedded pipe arch culvert (128-inch x 83-inch) and the lower site with a 75-foot wood pedestrian bridge. This project will correct existing fish passage barriers by adding 1.6 miles of quality rearing habitat in Boeckman Creek, enriching habitat for the benefit of area wildlife, improving the trail system at the lower site for ADA accessibility, and seeking to educate students and the community to the value of environmental resource stewardship. This project will also improve the quality of the park experience for the park visitors. The project is partially funded with an Oregon Watershed Restoration Project Grant. The total estimated project cost is \$278,000. Project completion date is scheduled for October 30, 2006, in order to have accomplished all project objectives prior to the grant expiration of December 31, 2006.

Task 1 – Project Management

- 1.1** The major objective of this task is to establish the lines of communication and set forth the priorities between the City and consultant team, coordinate and attend City and team meetings, and to ensure all permitting and contract document preparation is submitted and approved in a timely manner.

The Consultant shall work with the City to set up a Project Team consisting of appropriate personnel from City and Consultant. The Consultant shall schedule, prepare for, attend, and document Project Team meetings; and coordinate these activities with the City. Not more than three (3) meetings are anticipated.

The Consultant shall prepare a detailed project schedule showing all major tasks, Project Team meetings, public meeting, and review milestones. The schedule shall be updated monthly throughout the duration of the contract.

1.2-1.4 The Consultant shall prepare detailed monthly progress reports and progress billings. The following Consultant subtasks may be involved in Project Management & Coordination:

- Schedule, coordinate, and supervise project work.
- Develop and manage Subconsultant contracts.
- Maintain liaison and coordination with the City and outside agencies.
- Prepare progress reviews.
- Prepare records of decisions.
- Prepare invoices and supporting data.
- Monitor project budget.
- Prepare, maintain, and update project activity schedule.
- Attend Project Team Meetings.

Task 2 – Engineering

2.1 Site Survey & Mapping

Consultant shall perform all additional surveying needed to supplement City data. The following subtasks may be involved in Site Survey & Mapping:

- Research and compile available survey data.
- Establish horizontal and vertical control points.
- Perform additional topographic surveying and mapping.
- Locate existing natural (including heritage tree(s) and tree protection boundaries) and man-made features.
- Tie horizontal locations of all utilities; in instances where there may be a major conflict with utilities, tie the vertical location as well. A 15-inch sanitary is located along Boeckman Creek at the upper site as well as a 12-inch water line.
- Prepare digital terrain model.
- Obtain stream cross sections required for hydraulic analysis.
- Locate property lines at the upper site and, if necessary, the lower site.
- Delineate wetland boundary(s).

2.2 Geotechnical Investigation/Analysis

The geotechnical scope of work includes evaluation of subsurface data, and development of foundation recommendations for the proposed two sites. A new culvert structure is proposed for the upper site and a bridge is to replace the culvert at the lower site.

Field Exploration and Laboratory Testing – At this time it is anticipated that spread footings would be the likely foundation type for the culvert crossing of the creek. Field explorations will include one exploratory borings to a depth of ± 40 feet at each site. It is assumed that the borings will be conducted during dry weather, and the sites will be accessible with truck-mounted drill equipment.

Foundation Engineering, Inc. (FEI) will perform the geotechnical field explorations, reconnaissance, and laboratory testing to investigate subsurface conditions and develop geotechnical recommendations for the bridge foundation design. The field exploration will be completed with a truck mounted drill rig.

The explorations will consist of at minimum of two test borings (one at each site) extending to an approximate depth of ± 40 feet. If needed and if access can be provided a second boring will be drilled along the eastern embankment at the lower bridge site. The borings will be located within the existing road or path. Laboratory testing will be performed on the soil samples to test the basic index properties.

Geotechnical Analysis – FEI will perform analyses of the field and laboratory test data and develop geotechnical recommendations for design and construction of bridge or culvert structures. We understand that single-span structures or arch culverts with spread footing foundations are planned. The geotechnical analyses will include the following:

- Evaluate foundations for shallow spread footings or pile foundations.
- Evaluate lateral earth pressures to be used in conjunction with the design of abutment walls.
- Evaluate near surface conditions at the abutments and provide general recommendations for grading.
- Develop pavement section for upper site roadway replacement.

Foundation Report – A foundation report will be prepared summarizing field observations, subsurface conditions, laboratory test data, results of analyses, construction issues and geotechnical recommendations for the foundations.

2.3 Preliminary Structure Design

The Consultant shall evaluate the environmental/design constraints and opportunities and present to the City those alternatives which best provide cost-effective, readily constructible solutions for the replacement of the culverts at the two sites. The upper site is scheduled for replacement with an embedded pipe arch culvert (128-inch x 83-inch) and the lower site with an existing 75-foot-long timber pedestrian bridge (temporarily stored between the two sites).

Two alternatives will be evaluated at the upper site: the pipe arch culvert and a precast slab bridge. Depending on the foundation conditions encountered, two alternative foundation types may be explored for the bridge: spread footing or pile supported. It is anticipated that the 10-foot wide timber bridge superstructure for the lower site is in satisfactory conditions with the exception of one bridge rail, which will need to be replaced. The consultant will be responsible for the design of the abutment at each end of the bridge, related approach wingwalls, bearing pads for the timber superstructure, and redesign of the bridge railing where necessary.

Approach trail connections to the bridge will be designed considering ADA accessibility.

Preliminary plan and elevation drawings on five sets of 11x17 sheets and on one set of full-size (22x34) detailing alignments, typical sections, unique construction for the structures/approach trail, utilities and roadwork will be prepared for each site.

Consultant team will assist City in reviewing contractor qualifications for City's project prequalification process.

2.4 Preliminary Restoration Plan

Subconsultants, Dennis O'Connor, Restoration Ecologist; and Pacific Habitat Services will coordinate with the City and project team to prepare Site Restoration Plans for the two project sites. Construction of the proposed replacement culvert at the upper site and bridge at the lower site will require rehabilitation of areas temporarily disturbed by project activities. As such, the Site Restoration Plan will include the following:

- Propose appropriate site rehabilitation for the temporarily disturbed areas that are within the project limits.
- Address removal of existing fill material and site re-grading.
- Include a proposed grading plan for all areas proposed for rehabilitation.
- Address re-vegetating disturbed streambanks, embankment slopes, roadway fill slopes, and other affected areas.
- Include a table providing proposed native species, size, and estimated quantities of plant materials required for appropriate re-vegetation within the project site.
- Include a proposed native planting and seeding plan that identifies the type, location, and density of proposed plantings within all areas proposed for rehabilitation.
- Include a plan for soil bioengineering and bank stabilization.
- Include a maintenance plan (irrigation, non-native plant control, etc.).

Prior to preparing the Site Restoration Plan, the project team will visit the sites with representatives from the City's and the Contractor's Landscape Architect to confirm areas of permanent and temporary impacts, evaluate existing conditions, and identify rehabilitation goals and design concepts. Preliminary restoration and bank stabilization plan drawings will be prepared for each site on five sets of 11x17 sheets and on one set of full-size (22x34).

2.5 Prepare Preliminary Cost Estimates

The Consultant will prepare a preliminary quantity list and cost estimate for alternatives considered. Five copies of the estimate will be submitted with the Preliminary Report . Cost estimates shall include the following:

- Structure (pipe arch culvert & bridge) for upper site
- Structure – for timber bridge substructure and related placement of superstructure.
- Approach roadwork at upper site and trail at lower site.
- Site restoration (including detailed plant list) for both locations.

2.6 Preliminary Narrative Report

A preliminary narrative report along with recommendations will be prepared addressing the following issues:

- Executive Summary
- Design Criteria
- Existing site conditions
- Proposed structure alternatives
- Roadway/Trail design issues
- Hydraulic Investigation
- Foundation Investigation
- Environmental Documentation/Permits
- Site Restoration/Erosion Control/Bank Stabilization
- Utilities
- Public Involvement
- Monitoring requirements

Five (5) copies of the report will be submitted to the City for review. Upon review by the City, final edits will be made before proceeding ahead with the final design.

2.7-2.8 Final Structure/Restoration Design

The Consultant shall prepare complete plans and details for structures, approach roadwork and trail, and site restoration for both sites. This task includes but is not necessarily limited to the following engineering/architectural services:

- Provide all structure/roadway drawings including the following:
 - Overall site plan
 - Plan & Elevation
 - Utilities
 - Bridge abutment, walls and rail details for lower site
 - Culvert or bridge details for upper site
 - Drainage details
 - Typical sections
 - Standard details
 - Erosion control plans
 - Site restoration plans
 - Bank stabilization plans
- Perform independent design check and plan review of all drawings and related quantities.
- Prepare proposed construction schedule.
- Furnish five sets of 11x17 sheets and one set of full-size (22x34). plans for submittal to the City.

- Make corrections as required by the City.
- Prepare final estimate of construction costs.

2.9 – 2.10 Draft/Final Specifications

The Consultant shall prepare specifications utilizing Oregon (2002) Standard Specifications for Construction. The Consultant shall write any additional special provisions needed for the project and/or required by the City. The Consultant shall also be available for answering questions during the advertising and bidding of the project. Thirty (30) sets of contract documents will be prepared for the bid letting. The following subtasks may be involved in the Specifications and Bidding Assistance:

- Prepare draft standard specifications and special provisions for the City review.
- Revise Special Provisions based on comments received during City review.
- Provide written responses to questions from bidders to City.
- Prepare plans and specifications addenda as needed.

Task 3 – Wetland Delineation & Biological Assessment

3.1 Wetland Determination/Delineation Report

Due to the proximity of the project adjacent to Boeckman Creek, a wetland delineation will be conducted to determine whether the construction activity will impact jurisdictional wetlands or the creek. The wetland delineation will be conducted using the required criteria and suggested methodologies of the *Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1* (Environmental Laboratory, 1987). According to this manual, a wetland contains hydric soils, is dominated by hydrophytic vegetation, and has wetland hydrology. The edge of the wetland boundary and/or the edge of the creek (i.e. ordinary high water elevation) will be flagged and then surveyed for inclusion on the base map.

The Consultant shall also prepare a report suitable for review by the Oregon Department of State Lands (DSL) and the US Army Corps of Engineers (COE). The report will include information on the soils, hydrology, and vegetation of the project areas. Graphics will depict the topography of the project sites, soils mapped by the Natural Resources Conservation Service, National Wetlands Inventory information, and the location of the wetland boundary delineated by PHS. The appendix will include data sheets documenting our findings in the field.

3.2 Prepare Biological Assessment

If construction activity impacts areas below the ordinary high water elevation of the creek or areas of adjacent wetland, it will be necessary to gain approvals for the construction activity from the DSL and the COE. In addition, it may also be necessary to enter into consultation with the National Marine Fisheries Service (NMFS) to review potential

impacts of the project on salmonids listed as threatened under the Endangered Species Act (ESA).

A site meeting with the regulatory agencies will first be conducted to review whether consultation is necessary. The project may qualify the Standard Local Operating Procedure for Endangered Species (SLOPES) review procedures. If this is the case, formal consultation with NMFS is not required; and a Biological Assessment (BA) is not necessary. Pacific Habitat Services will address and provide documentation related to NMFS listed and candidate species under the SLOPES process.

If, however, formal consultation is required, a BA will be prepared describing how the project will avoid impacts to listed fish. The BA will describe how the project will avoid impacts to listed fish. The BA will document the life history of listed salmonids, the type of habitat present in the project area, and critical environmental factors which affect the fish. The BA will also include a discussion of the proposed project, an analysis of potential project effects, and methods to reduce or eliminate impacts to the fishery. This will include a discussion of construction and erosion control methods and proposed mitigation for impacts to critical habitat.

NMFS will review the BA and NMFS will prepare a biological opinion (BO), which will be submitted to the COE. Only after the COE has received the BO from NMFS can they issue their permit to the City of Wilsonville.

Task 4 – Hydrologic Analysis

4.1 Perform Hydraulic & Scour Analysis

An analysis of the hydrologic conditions for the project area shall be completed. This information will be used to determine the potential impacts to basin hydrology. Water quality and quantity will be managed for the culvert removal and stream restoration project in accordance with the City of Wilsonville's June 2001 Stormwater Master Plan, 2002 Draft Public Works Standards and Clean Water Services. Alternative water quality management techniques shall be considered, and where feasible, incorporated into the design and construction techniques. The following information shall be provided:

- Research and compile available local information.
- Perform site inspection of hydraulic conditions for creek classification, conditions, and assessment of the stream geomorphology.
- Determine basin hydrology using either Santa Barbara Unit Hydrograph or FEMA Flood Insurance Study.
- Investigate local knowledge of past floods.
- Perform HEC-RAS hydraulic analysis modeling for natural conditions, existing culverts, and proposed conditions for bridge and culvert.
- Assess potential effects of scour.
- "No-Rise Certification."
- Prepare hydraulic report.

Specific tasks Consultant shall perform include:

Site Inspection - Consultant's senior hydraulic staff team member shall visit and inspect the site. The inspection shall assess scour conditions, identify sections for the hydraulic model, and estimate hydraulic model parameters. A photographic log shall be developed.

Site Hydrology - The 2-year, 10-year, 25-year, 50-year, 100-year and 500-year flows for hydraulic and scour analyses shall be taken from the FEMA Flood Insurance Study for Incorporated City of Wilsonville, if available, or shall be determined by USGS regression equations or stream gage data.

Hydraulic Analysis - The site hydrology and surveyed cross sections shall be used to develop a hydraulic model of the site. As the project site(s) are located in a FEMA regulated waterway, the hydraulic study shall follow requirements of Federal Regulation Chapter 23, Subchapter G, Part 650, Subpart A (23 CFR 650A). Hydraulic models shall be developed for three (3) conveyance alternatives: (1) the "natural" channel, (2) the existing structure, and (3) a replacement structure. The model analyses shall determine water surface profiles, velocities, channel characteristics, and changes in backwater elevations.

Scour Analysis - Perform scour analyses for the various design alternatives using ODOT Scour Guidelines (1992) for contraction scour to determine what scour potential exists. Bio-stabilization components shall be investigated for possible use to the extent possible for revetment. As necessary, recommend appropriate protection measures for inclusion in the final design.

Hydraulic Report - Summarize findings and recommendations in a Hydraulic Report in accordance with current ODOT Hydraulics Manual (1990) and Hydraulics Design and Report Writing for Projects Designed by Consultants (1994). The report shall describe the impacts of the recommended bridge/culvert opening on hydrology and hydraulics including design recommendations for stream bank erosion protection. Also included in the report: site hydrology, flood history (if known from project information), flood flows, velocities and water surface elevations, creek classification, assessment of the stream geomorphology, and summary and output from the HEC-RAS hydraulic analysis. The Hydraulic Report shall be submitted with the Preliminary Design Report for review by the City. After review by the Project Team, Consultant shall respond to review comments with a letter of response and/or revised or amended Hydraulic Report as required.

4.2 Design Fish Passage Requirements

Consultants will work with the City and ODFW in evaluating fish passage requirements. Particular attention will be paid to the realignment of the creek with the replacement structures, future degradation of the channel, bedding materials, and erosion protection materials along the banks. These improvements will focus on ensuring that juvenile salmonids have fish passage through the project areas while maintaining upstream and downstream private property conditions.

4.2 Develop Erosion & Sedimentation Control Plan

Consultants will develop an erosion control and sedimentation control plan. This plan will contain all sediment from entering the creek during and after construction activities. It will also contain turbidity instream during the installation of bank stabilization measures.

Task 5 – Permitting & Agency Consultation

5.1 Prepare Joint Permit Application for COE/DSL

The removal of the culvert and the restoration of the streambed and banks will require permits and approvals from state and federal agencies. In January 2006, DSL will be the lead agency in approving projects such as the Boeckman Creek Fish Passage and Stream Restoration Project. Through the State Programmatic General Permit issued to DSL by the COE, all projects requiring less than 0.5 acres of impact and less than 1000 cubic yards of fill will only require the review from the DSL.

After consultation with the agencies, the project team may choose to submit the permit application to ensure review under the SPGP process. If the application is submitted in 2005, the permits will likely receive a General Authorization from DSL and a Nationwide Permit from the Corps. Regardless of the process by which the agencies review the project, we perceive the permitting of the culvert removal, stream enhancements, and footbridge construction to be relatively simple.

PHS will prepare the application, which will include discussions of the wetland delineation, the proposed project, and a description of the restoration activities. The names and addresses of adjacent landowners need to be included with the application. The DSL also requires a fee of several hundred dollars, depending on the amount of fill placed in the creek, for processing the application. Permit fees will be the responsibility of the City. PHS will submit the permit application to the DSL and COE after City review and maintain regular contact with the agencies to facilitate the permit's issuance.

5.2 Determine and Prepare Local Permit Applications

It is our understanding that the creek restoration activities will not require a review under the City of Wilsonville's Significant Resource Overlay Zone (SROZ). The SROZ ordinance (Section 4.139.00) establishes protocols for determining buffer setbacks, allowable uses within buffers, reporting and review criteria, and other provisions. We will work with the City to determine whether a Significant Resource Impact Report (SRIR) is required. If it is determined to be necessary, Pacific Habitat Services will complete the SRIR and submit the report to the City. It is anticipated that Pacific Habitat Services and other team members will not have to present in front of governing bodies within the City on behalf of this project.

5.3 Consultation with Any State/Federal Agencies

Pacific Habitat Services shall facilitate on-site meetings and/or telephone conferences with permitting agencies (DSL, COE, NMFS, DEQ, and ODFW) to confirm permit strategies and the type of permits required. City staff will be included in all agency meetings and/or telephone calls. As it is assumed the project will require fill to be placed below the OHW elevation of Boeckman Creek, permits and approvals will be required.

Task 6 – Public Participation

The project team will work closely with the Student Watershed Research Project (SWRP) at Wilsonville, the Center for Research in Environmental Sciences & Technologies, and Friends of Trees (FOT) to ensure the restoration project is well understood and accepted. The project team will work with Jim O'Connell, student advisor, to lead interactive field trip(s) explaining stream dynamics, bioengineering techniques, fishing science, and State and Federal permitting requirements. It is our understanding that under the direction of the City, these groups may also be involved in the site restoration plantings during construction. The project team will work with the City identifying various pieces of the restoration plan that can be performed by the volunteer groups.

It is anticipated that there will be at least two (2) public meetings for the project. The consultant team will prepare necessary graphics for these meetings and assist the City as directed.

Phase 2: Statement of Work for Construction Engineering

PURPOSE OF PHASE 2 WORK ORDER

The purpose of this work order is to add to the agreement the necessary tasks related to Construction Engineering for the proposed Boeckman Creek Culvert Replacement Project. The construction phase of the project will involve all construction engineering and contract administration necessary to meet City standards and to ensure conformance of the construction with the approved plans and specifications. The City will take the lead role for construction management and contract administration. Work tasks will include quality assurance surveying, shop drawing review, construction inspection, and quality and quantity assurance documentation necessary for completion of the project. Specific work tasks conforming to Construction Engineering include:

- A. Conduct preconstruction and progress conferences as necessary.
- B. Provide survey control points and survey data to Contractor's Surveyor and perform Quality Assurance surveys as required.
- C. Provide all technical construction inspection.
- D. Keep inspection logs (in support of City's daily logs).
- E. Assist city with contract documentation to City standards.
- F. Conduct on-site and off-site inspection of materials.

- G. Address and resolve City and private property owner concerns and issues regarding construction.
- H. Change order negotiation and preparation (coordinate with City as needed).
- I. Provide any design changes required during construction.
- J. Prepare and forward quantity and quality documentation as necessary for City preparation of monthly progress payment estimates and OWEB fund requests.
- K. Produce record drawings.
- L. Conduct warranty inspections.

STATEMENT OF WORK TASKS:

Task 1 - Project Coordination

The major objective of this task is to establish the lines of communication and set forth the priorities between the City and Contractor. As the work progresses, the objective will be to keep the City informed of the work progress and aware of changes affecting the scope of work and related costs.

Following the award of the contract and as specified in Standard Specification 00180.42, a preconstruction conference will be held to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, and other items relevant to the construction of the project. The project coordination task will be ongoing throughout the project. The City will take the lead role for construction management and contract administration. The consultant team will assist the City in developing agenda and attending preconstruction conference with contractor, City, and any utility companies involved in the project. This task will also consist of providing monthly progress reports and invoices to City.

Task 2 - Structures Engineering and Inspection

Consultant will provide structural engineering and inspection required to ensure conformance of the culvert and/or bridge construction with the plans and specifications. The following subtasks are involved in Structures Engineering and Inspection:

- Verify Contractor survey at key points during construction.
- Inspect foundation excavations.
- Perform check calculations as required for bridge work and set up field books to record pile driving (if required).
- Inspect placement of materials including culvert, timber and/or pre-cast concrete slabs (for bridge alternatives), structural concrete, reinforcement, and rail elements.
- Provide verification testing as required to confirm contractor testing for Contractor QA items.
- Document quality assurance as required by the Standard Specifications and Special Provisions as appropriate to ensure construction contractor compliance to the contract.

Task 3 - Off-Site Engineering and Inspection (Optional)

Consultant shall inspect all precast prestressed concrete elements (bridge alternative at the upper site) at the fabrication plant as required to ensure conformance with the plans and specifications. Consultant shall document quality assurance as required by the Standard Specifications and Special Provisions as appropriate to ensure construction contractor compliance to the contract.

Task 4 – Erosion Control/Bank Stabilization/Stream Restoration Inspection

Consultant will perform inspection as required to ensure conformance of the project with the plans and specifications for the fish passage and stream restoration and related site work. The general order and nature of the inspection will be as follows:

- Inspect clearing and grubbing and excavation for sub-grade suitability.
- Flag and inspect protection of trees to be saved
- Inspect embankment placement.
- Inspect erosion and sediment control measures.
- Assist and inspect the installation of bank stabilization techniques.
- Inspect initial landscape plantings and warranty establishment inspections (by contractor)
- Work with Friends of Trees (FOT) and Student Watershed Research Project Team (SWRP) for volunteer landscape plantings.
- Document quality assurance as required by the Standard Specifications and Special Provisions as appropriate to ensure construction contractor compliance to the contract.

Task 5 - Review and Approval of Shop Drawings

Consultant shall perform review of details for bridge members, culvert, reinforcing steel, and rail systems. Consultant will review shop drawings in a timely manner so as not to delay the Construction Contractor's operations.

Task 6 - General Documentation

Consultant will perform documentation tasks required to ensure Construction Contractor performance of all phases of the project in accordance with the approved plans and specifications. Consultant will document all engineering and inspection services using forms and reports approved by the City. General documentation includes general daily progress reports (supplementing City's as necessary) and submitting quantity/quality documentation on a weekly basis for City preparation of monthly estimates for payment. These tasks will continue throughout the project.

Task 7 – Quality Documentation

This task includes documenting both the non-field tested and field tested materials incorporated into the construction project.

This task is an ongoing process that needs to be current with the construction work progress. The objective is to ensure that all materials furnished and placed on the project conform to the project specifications. The Construction Contractor will provide Quality Control that involves the routine sampling and analysis of the quality of materials and work to ensure the quality of both remains within the specified range. In turn, Consultant and City are responsible for quality assurance, i.e., the oversight of quality control activities by the Construction Contractor to assure compliance with the specifications. The Consultant shall provide competent personnel needed to perform work as required by City policies and procedures.

Verification testing will be coordinated by the Consultant through the use of an independent testing laboratory, only as deemed necessary and agreed to by the City. Costs for any City testing required will be billed separately to the City by the testing entity.

Work related to fulfilling the quality assurance portion of the project includes: materials testing and inspection, review of mix designs, compaction testing, concrete inspection and testing as required to assure the accuracy of procedures and equipment used for process control and acceptance tests performed for the project. Also included will be field inspection reports and compilation of certifications, lab reports, and sample data sheets for field-tested materials.

Acceptance of Contractor's quality documentation for non-field tested materials will be as specified in the contract plans and specifications, standard and supplemental standard specifications and the Non-Field Tested Materials Acceptance Guide.

Task 8 – Quantity Documentation

Consultant will perform all work related to fulfilling the quantity assurance portion of the project. Work elements included in Quantity Assurance Documentation are field measurements and field book entries for bid items (Lump Sum or Units), weigh scales (A.C. or base), truck measurements, weight or load memos, truck tally, and final quantity calculations.

Task 9 - Change Orders and Extra Work

Consultant will assist City in performing all work related to revisions or extra work during construction and includes price agreements, extra work orders, state force orders, and time extensions. Generally, any time spent dealing with quality or quantity assurance documentation related to a change order or extra work is included under this task.

Task 10 – Labor Compliance Monitoring (by City)

City will perform monitoring of the Labor Compliance of all relative contractors in accordance with state law.

Task 11 - Final Documentation

Consultant will assist City in performing all work related to submitting the final or semifinal estimate and final documentation, and certifying project completion. All construction documents required by the City that are not submitted weekly will be submitted to the City after completion of the project.

- ◆ Final Documentation may include:
 - ◆ General Documentation:
Transmittal letter listing the documentation being submitted.
 - ◆ Labor Compliance Documentation:
Submit certified payrolls from applicable contractors and subcontractors (by City).
 - ◆ Quality Documentation:
Supporting quality documentation and materials certifications for all bid items and Contract Change Orders not previously submitted.
 - ◆ Quantity documentation:
Final quantity calculations and pay notes (all calculations and supporting data for all bid item and Contract Change Order quantities), field books, pile books, etc. not previously submitted.

Task 12 – Right-of-Way Monumentation

No Right-of-Way Monumentation is anticipated for this Project.

Task 13 – As-Constructed Plans

Consultant shall make corrections for existing plans and provide one (1) copy of complete as-constructed contract drawings and electronic copy in AutoCad 2000 format to the City for final records. Drawings shall be full size on 3 mil mylars.

Exhibit C

**Boeckman Creek Culvert Replacement Project
City of Wilsonville**

**Pacific Habitat Services
September 2005**

Construction Phase					
Tasks	JCS	DS	DG	JDL	Hours
Task 4 – Grading Inspection Erosion Control/Bank Stabilization/Stream Restoration	10	18	12	4	44
Total Hours	10	18	12	4	44
Contract Regular Hourly Rates	\$102.00	\$85.00	\$80.00	\$52.00	
Regular Hour Costs	\$1,020	\$1,530	\$960	\$208	\$3,718

JVS – John van Staveren, Project Manager
DS – Dale Shank, Restoration Ecologist
DG – Dale Groff, Restoration Ecologist
JDL – Jane Le Blanc, Technical Editor

EXHIBIT D

CITY OF WILSONVILLE

**PROFESSIONAL SERVICES AGREEMENT
ITEMS TO BE PROVIDED BY THE CITY OF WILSONVILLE**

1. Record drawings of existing improvements where available.
2. Boilerplate for construction documents on computer disk.
3. Assist with coordination and correspondence with utility companies.
4. Construction permits.
5. Conduct bid opening, contractor selection and construction contract award.
6. Construction contract administration services not provided by consultant.