

RESOLUTION NO. 2531

A RESOLUTION OF THE CITY OF WILSONVILLE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING CONTRACT WITH AKS ENGINEERING & FORESTRY FOR THE WILLAMETTE RIVER STORM OUTFALLS PROJECT (CAPITAL IMPROVEMENT PROJECT #7053).

WHEREAS, the City has planned and budgeted for design of Capital Improvement Project #7053, known as the Willamette River Storm Outfalls project (the Project); and

WHEREAS, there are three outfalls to be improved and it is anticipated that the projects will conclude in the late fall of 2018, although the City engineering staff believes there may be an opportunity to potential complete the last two outfall improvements by the late fall of 2017 if sufficient resources become available;

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

WHEREAS, AKS Engineering & Forestry submitted a proposal for the Project on April 14, 2015 and was subsequently evaluated and interviewed, and was 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 is attached to the staff report presented to the City Council in support of this Resolution and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided through the potential term ending in 2018.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and AKS Engineering & Forestry was determined to be the most qualified to perform the work.
2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into, on behalf of the City of Wilsonville, a Consulting

Contract with AKS Engineering & Forestry for a stated value not to exceed \$593,995.

3. This resolution is effective upon adoption

ADOPTED by the Wilsonville City Council at a regular meeting on May 18, 2015 and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Fitzgerald	Yes
Councilor Stevens	Yes
Councilor Lehan	Excused

Attachment "B"

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT WILLAMETTE RIVER STORM OUTFALLS #7053

This Professional Services Agreement ("Agreement") is made and entered into on this _____ day of _____, 2015 ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and _____ a(n) _____ [state] _____ [corporation/limited liability company, etc.] (hereinafter referred to as "Consultant").

RECITALS

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

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

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

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

AGREEMENT

Section 1. Term

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder ("Services") are completed and accepted, unless earlier terminated in accordance herewith. Consultant shall diligently perform the Services according to the requirements and deliverable dates identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein. Except in the event of an extension of time, agreed to in writing by the City, all Services must be completed no later than November 30, 2016 for Project #1; November 30, 2017 for Project #2; and November 30, 2018 for Project #3.

Section 2. Consultant's Services

2.1. Consultant will perform the Scope of Services, more particularly described on **Exhibit A**, for the Willamette River Storm Outfalls Project ("Project").

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

by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Services given by Consultant's Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

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

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

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

Section 3. Compensation

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

3.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Services described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Compensation above the amount shown in **Subsection 3.1** above requires a written Change Order, executed in compliance with the provisions of **Section 16**.

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

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

3.5. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

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

Section 4. Prevailing Wages

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

Section 5. City's Responsibilities

The scope of the City's responsibilities, including those of the City's Project Manager, are also set forth in the Scope of Services. The City will designate a Project Manager to facilitate day-

to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

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

Section 8. Project Information

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

Section 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

10.1. Environmental permitting and geotechnical exploration 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.

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

Section 11. Consultant Is Independent Contractor

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

11.2. Consultant 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. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 16** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

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

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

Section 12. Consultant Responsibilities

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

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

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

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

Section 13. Indemnity and Insurance

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

performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

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

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

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

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

14.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment. The City retains the right to elect whether or not to proceed with actual construction of the Project.

Section 15. Suspension of Services

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

Section 16. Modification/Change Orders

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 3** of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Consultant's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or

decrease in the Compensation Amount. The Change Order must be signed and dated by both Consultant and the City before the Change Order may be implemented.

Section 17. Access to Records

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

Section 18. Property of the City

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

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

Section 19. Notices

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

To City: City of Wilsonville
 Attn: Steve Adams
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: _____
 Attn: _____

Section 20. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY:

CITY OF WILSONVILLE

By: _____

By: _____

(Print Name): _____

(Print Name): _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

ATTESTED TO:

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

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

k:\doc\wr storm outfall 7053\psa wr outfall design-permit-bid

Scope of Work – CIP 7053

The following work plan provides a more detailed look at the key issues for each phase, our approach, and the scope of work to be performed by the AKS team.

PHASE 1: INVESTIGATION PHASE SERVICES

Objective: The objective of this phase is to gather information on the current site conditions at all three locations as necessary to provide design recommendations, permitting documents, and construction documents for the project.

Project Kick-off Meeting

- A project kick-off meeting will be held with the AKS project team and key City staff to discuss the following items:
- Team contact information
- Project elements
- Design criteria
- Project timeline
- Input on preferences
- Neighborhood contact
- Site access protocols

TASK 1 – NATURAL RESOURCE ASSESSMENT

1.1 Wetland/Water Delineation

W²r will delineate wetlands and waters of the intermittent tributaries to the Willamette River. The delineation will be conducted in accordance with the methodology of the Western Mountains, Valleys, and Coast Regional Supplement and the 1987 USACE Wetlands Delineation Manual used by the USACE and ODSL. Data will be collected at select locations to document the presence or absence of wetland or water conditions. On-site wetland/water boundaries and sample plot locations will be flagged in the field for surveying.

1.2 Wetland/Water Delineation Report

W²r will prepare a summary report describing the results of Task 1.1 for permitting purposes. The wetland/water delineation report will be submitted to ODSL for concurrence and will be submitted to the Portland District USACE for their jurisdictional determination. A draft report will be submitted to the City for review prior to submittal to ODSL and the USACE.

TASK 2 – GEOTECHNICAL ENGINEERING SERVICES

2.1 Literature Review and Site Reconnaissance

This task consists of reviewing published and available geologic information, aerial photos, and LiDAR maps to assess the general soil deposition, site development, and surface stresses in the project area. S&W will also conduct a site reconnaissance to map any slide areas and severe erosion areas at the outfalls and along drainage channels. During the site visit, S&W will check

access and mark the exploration locations on the site. The utility notification center will be contacted for utility clearance.

2.2 Field Explorations

S&W will coordinate with the City to develop an acceptable geotechnical exploration program for all three projects. Geotechnical exploration may consist of borings, hand augers, or other agreed upon method(s). Samples from the borings and hand augers will be collected for laboratory testing. The explorations will be observed by S&W's engineer/geology staff, who will develop field logs. The explorations do not include environmental assessments and the site is assumed to be "clean" regarding contaminated and hazardous materials.

2.3 Laboratory Testing

Laboratory testing will be conducted on disturbed and undisturbed soil samples obtained from the exploration to characterize the subsurface soils and to develop soil properties.

2.4 Geotechnical Data Report

S&W will summarize field explorations, laboratory testing results, and other geotechnical/geologic factual information into a Geotechnical Data Report (GDR). This will allow reference during future bidding to the geotechnical data in the report only. This report will be submitted as an electronic file in PDF format for City of Wilsonville use and distribution.

TASK 3 – SURVEYING SERVICES

3.1 Site/Topographic Surveying

Based on the topographical surveys AKS completed, dated 9/2/2014, additional surveying of changed site conditions, missing information, wetland boundaries and geotechnical explorations will be needed. Surveying for design purposes will be performed as necessary to supplement the existing survey data.

At a minimum, surveying will include the following:

- Establishing a horizontal and vertical survey control network.
- Referencing the network and all mapping to the City of Wilsonville approved vertical datum.
- Surveying the following:
 - Locations and invert elevations of all storm structures and outfalls within the project areas
 - Located utilities
 - Natural drainage features
 - Delineated wetland / waterway boundaries
 - Geotechnical bore locations
 - Trees
 - Fences
 - Pilings and dock improvements
 - Other important topographic features
- Survey data will be compiled in a digital format and a digital terrain model will be created which can be used for design purposes.

- An existing conditions map stamped by a Professional Land Surveyor will be prepared showing all the above items.

3.2 Property Boundary Surveying

AKS will perform surveying necessary to accurately locate the existing property lines and relevant easements in the vicinity of the project. Property boundary surveying will include:

- Ordering title reports for the four private properties and two tracts of land where the three outfalls are located.
- Reviewing record of surveys, plats, and deed documents of adjacent ownerships.
- Establishing property, right-of-way, and easement lines adjacent to the project.

TASK 4 – ARBORIST SERVICES

4.1 Tree Evaluation

In accordance with City of Wilsonville requirements, AKS Certified Arborists will perform a tree survey for trees within the vicinity of the three project construction areas. The tree survey will include:

- Species
- Diameter
- Health
- Wind throw resistance
- Condition rating (e.g., good, poor)
- Pruning recommendations

Deliverables:

The project deliverable will be a complete summary report of the existing conditions. This document will include:

- Wetland/Waterway delineation report
- Geotechnical Data Report
- Updated Existing Conditions Survey map with property boundaries and easements
- Tree Inventory and Assessment

PHASE 2: PRELIMINARY ENGINEERING AND DESIGN/FEDERAL AND STATE PERMITS

Objective: Following completion of the Investigation Phase, Consultant will proceed with the Preliminary Design Phase. The objective is to develop reports and 70% construction plans showing all necessary information to obtain all required Federal and State permits to construct the necessary improvements to stabilize the storm drainage erosion and resulting slope instability currently occurring at the three outfall areas:

- Willamette Way West
- Belnap Court
- Morey Court

TASK 1 – PRELIMINARY 50% DESIGN, ALL THREE PROJECTS

1.1 Stormwater Report and Calculations

Utilizing as-built information on the upstream stormwater drainage system, the AKS team will perform calculations to determine the volumes, peak flow rates, and velocities of stormwater entering the three project sites based on the 25-year 24-hour storm event; note that there are no upstream stormwater detention or water quality treatment facilities at any of the three project sites. W²r will prepare and submit a Stormwater Report showing the basin areas and calculations used to derive the storm runoff volumes, peak flow rates, and velocities at the three project sites.

1.2 Draft Geotechnical Report

S&W will prepare a draft geotechnical report that will reference the information provided in the Geotechnical Data Report and provide geotechnical design information addressing the following items:

- Engineering and slope stability analyses along the stormwater channels from the outfalls to the Willamette River low water elevation, as surveyed on 8/28/2014, or at other critical areas that may be identified, to assess the need for improvement and mitigation alternatives in relation to the channel and outfall improvements.
- Evaluations and analyses to support proposed stormwater outfall foundation system analysis and design. Work to be performed under this task includes:
 - Evaluating foundation types for the proposed outfall structures
 - Providing recommendations for the foundation design, estimate the foundation settlement and bearing capacities
 - Providing lateral earth pressure and lateral load resistance recommendations
 - Providing recommendations for site preparation, grading, drainage, and wet-weather earthwork procedures
 - Providing recommendations for use and reuse of on-site soil and imported material for structural fill, and compaction criteria
 - Providing excavation recommendations for the construction of the structure foundations
- Geotechnical engineering recommendations for subgrade stabilization, bank stabilization, and under drain system (if needed) for the improvements of the main storm channels and outfall areas.

1.3 Natural Resource Design Recommendations

W²r will provide bio-engineering recommendations to facilitate USACE and ODSL permitting and stormwater outfall designs. A list of recommended native plants suitable for the site and useful for erosion control will be prepared.

1.4 Preliminary Engineering Plans – 50% Design

Preliminary engineering plans will be developed based on information gathered during the investigation phase and the draft geotechnical report. That will include:

- Plan views and notes of the construction area
- Profiles of the drainage channels
- Profiles of the proposed stormwater pipe outfalls

- Typical cross-sections of the designed drainage channels
- Rendering cross-sections of the designed drainage channels for presentation purposes to property owners and HOAs
- Details of stormwater outfall structure design
- Stormwater Report

Design recommendations will be discussed with the City prior to proceeding with further design and construction documents.

1.5 Pre-Application Meeting with USACE/ODSL

W²r will coordinate, prepare for, and attend a meeting with the City, USACE, ODSL and other necessary agencies to discuss the permitting process and obtain their feedback on our preliminary design.

1.6 Legal Descriptions

AKS will prepare legal descriptions for any permanent and temporary easements necessary for the three sites.

TASK 2 – 70% DESIGN, WILLAMETTE WAY OUTFALL

2.1 Engineering Plans

Following review by the City, AKS will integrate City comments and develop a 70% engineering plan for Project #1, Willamette Way Outfall. Plans will include sufficient detail information to submit to USACE and ODSL to obtain required permits. Design documents will include:

- Cover sheet
- Legend and general notes
- Existing conditions plans
- Tree removal and protection plans with notes
- Erosion control plans (assume DEQ 1200-C permit is not required, < 1 acre disturbed)
- Grading plans
- Storm channel plans and profiles
- Typical storm channel cross-sections
- Storm channel details
- Stormwater outfall details
- Landscape planting plans and details
- Stormwater report

AKS will schedule and hold a “plan review” meeting with City staff to review the 70% plans.

Deliverables:

The project deliverables will include:

- Preliminary engineering plans (50% and 70% plans)
- Meeting notes
- Draft Geotechnical Report
- Stormwater Report

PHASE 3: SUBMIT AND OBTAIN REQUIRED FEDERAL AND STATE PERMITS, WILLAMETTE WAY OUTFALL

Objective Obtain necessary permits for Willamette Way Outfall.

TASK 1 – SUBMIT AND OBTAIN REQUIRED FEDERAL AND STATE PERMITS

1.1 Biological Assessment (BA) Report , all Three Project Sites

With stormwater channel reconstruction work occurring along the Willamette River, a Biological Assessment (BA) performed by W²r will likely be required. A list of potential listed species in the project area will be identified and a National Marine Fisheries Service (NMFS) BA will be prepared that includes the species listed or proposed for listing, and their critical habitat, under the jurisdiction of United States Fish and Wildlife Service NMFS. The BA will also address essential fish habitat (EFH) for species protected under the Magnuson-Stevens Fishery Conservation Act (MSA). The BA will be prepared consistent with NMFS guidelines, and will include:

- Consulting with state and federal agencies and the City to identify significant concerns regarding the project area and/or report.
- Reviewing proposed alternatives and the preferred design, stormwater treatment, potential impacts to the riparian area, and other potential temporary construction impacts to the resource.

1.2 USACE and DSL Permit Preparation, Submittal, and Coordination

The AKS team will prepare a removal-fill joint permit application for submittal to the USACE and DSL based on the 70% plans. Project drawings for the fill permit application will be prepared by AKS and include plans showing the existing wetland/water boundaries, locations of permanent and any temporary wetland or water impacts, cross-section drawings showing existing and proposed elevations and structures, alternative site design drawings, and measures to minimize impacts and provide mitigation.

Deliverables:

The project deliverables will include:

- BA report and NMFS Biological Opinion
- Copies of all joint permit application forms, materials, and plans
- USACE permit
- DSL Permit

PHASE 4: FINAL DESIGN AND BIDDING ASSISTANCE, WILLAMETTE WAY OUTFALL

Objective: Prepare final engineering plans for Willamette Way Outfall.

TASK 1 – 90% DESIGN, WILLAMETTE WAY OUTFALL

1.1 Engineering Plans

AKS will develop 90% engineering plans for Willamette Way Outfall based on feedback provided by the City, USACE, Oregon DSL, and NMFS. Design documents will include:

- Cover Sheet

- Legend and General Notes
- Existing Conditions Plan
- Tree Removal and Protection Plan with Notes
- Erosion Control Plan (assume DEQ 1200-C permit is not required, < 1 acre disturbed)
- Grading Plan
- Stormwater Outfall Plan and Profile
- Typical Main Channel Cross-Section
- Main Channel Details
- Stormwater Outfall Details
- Landscape Planting Plans and Details

In addition to preparing the above plans, the AKS team will prepare the following documents:

- Bid sheet
- Project special provisions
- Engineer's construction cost estimate

TASK 2 – FINAL DESIGN (100% SET), WILLAMETTE WAY OUTFALL

2.1 Final Design (100% Set)

Following review of the 90% Design and obtaining all required USACE and DSL Permits and NMFS Biological Opinion, AKS will make any necessary revisions and re-submit the 100% design plans, bid sheet, project special provisions, engineer's construction cost estimate, geotechnical report, and USACE and DSL permits to the City for bidding and construction of the Willamette Way Outfall project. The construction bid package will include:

- Engineering plans (100% plans)
- Bid sheet
- Project special provisions
- Engineer's construction cost estimate

TASK 3 – FINAL GEOTECHNICAL REPORT

3.1 Final Geotechnical Report

S&W will finalize the Draft Geotechnical Report based on comments from the design team, design documents, and City comments.

Deliverables:

The project deliverables will include:

- Engineering plans (90% and 100% plans)
- Bid sheet (90% and 100% plans)
- Project special provisions (90% and 100% plans)
- Engineer's construction cost estimate (90% and 100% plans)
- Final Geotechnical Report

PHASE 5: CONSTRUCTION ENGINEERING AND SUPPORT, WILLAMETTE WAY OUTFALL (2016)

Objective: The objective is to provide construction phase services to assist the City and ensure successful construction of the Willamette Way Outfall project during the summer of 2016.

TASK 1 – CONSTRUCTION PHASE SERVICES

1.1 Construction Engineering

The AKS team will provide the following construction engineering services:

- Attend the project’s pre-construction meeting to be scheduled by the City
- Respond to requests for clarifications as necessary
- Review contractor submittals
- Perform site visits during the construction phase; this could be daily site visits during periods of active construction
- Perform a walk through following substantial project completion and create a project punch list
- *The City is providing primary inspection services and the final walk through.*

Deliverables:

The project deliverables will include:

- Pre-construction meeting notes
- Answers to any questions arising from the pre-construction meeting
- Submittal reviews
- Site visits and inspection reports
- RFI clarifications (as needed)
- Review Contractors monthly Pay Estimates for accuracy
- Punch list

1.2 Pre-Construction Surveying

AKS will conduct a pre-survey to locate all existing monuments of record within the project limits. This will ensure that if they are destroyed during construction, they can be re-set within 90 days. All survey work will be performed in accordance with all county and state standards. At a minimum, surveying will include:

- Locations of all survey monuments that may be disturbed or destroyed by construction
- Descriptions of all located survey monuments

1.3 Construction Surveying

AKS will provide the following construction surveying:

- One set of clearing limit stakes
- One set of erosion control stakes
- One set of grading stakes for project area
- All construction surveying will be coordinated with the Contractor and the City

Deliverables:

The project deliverables will include:

- Copies of contractor staking requests

- Stakes in the field
- Copies of staking maps
- Copies of cut sheets/field notes

1.4 Post-Construction Survey

AKS will perform a post-construction survey to replace monuments that were destroyed during construction in accordance with county and state standards. This proposal assumes that property monuments will be re-set within 90 days of disturbance/destruction. At a minimum, surveying will include the following:

- Re-setting destroyed monuments of record
- Preparing a Record of Survey showing the locations of all survey monuments disturbed or destroyed by construction and reset existing monuments of record
- Descriptions of all reset survey monuments

Deliverables:

The project deliverables include:

- Post-Construction Survey (including map and narrative) recorded with the Clackamas County Surveyor's Office

1.5 As-Builts

AKS will provide a topographic survey (based on the City's approved vertical datum) of the constructed improvements to include:

- Survey elevations and location of all stormwater weirs or other channel structures
- Survey elevations and location of all storm structures
- Location of all constructed features
- One foot contours

Deliverables:

The project deliverables will include:

- As-built engineering plans in paper, mylar (min. 3-mil), and digital (AutoCAD, latest version) formats
- As-built topographic survey

PHASE 6: 70% DESIGN, BELNAP COURT OUTFALL

Objective: Prepare 70% design plans for Belnap Court.

TASK 1 – 70% DESIGN, BELNAP COURT OUTFALL

1.1 Engineering Plans

Following review by the City, AKS will integrate City comments and develop a 70% engineering plan for Project #2, Belnap Court Outfall. Plans will include sufficient detail information to submit to USACE and ODSL to obtain required permits. Note: the City may decide this project be combined with the Morey Court Outfall for coordinated design and construction. Design documents will include:

- Cover sheet
- Legend and general notes
- Existing conditions plans
- Tree removal and protection plans with notes
- Erosion control plans (assume DEQ 1200-C permit is not required, < 1 acre disturbed)
- Grading plans
- Storm channel plans and profiles
- Typical storm channel cross-sections
- Storm channel details
- Stormwater outfall details
- Landscape planting plans and details
- Stormwater report

AKS will schedule and hold a “plan review” meeting with City staff to review the 70% plans.

Deliverables:

The project deliverables will include:

- Preliminary engineering plans (50% and 70% plans)
- Meeting notes
- Draft Geotechnical Report
- Stormwater Report

PHASE 7: SUBMIT AND OBTAIN REQUIRED FEDERAL AND STATE PERMITS, BELNAP COURT OUTFALL

Objective Obtain necessary permits for Belnap Court.

TASK 1 – SUBMIT AND OBTAIN REQUIRED FEDERAL AND STATE PERMITS

1.1 USACE and DSL Permit Preparation, Submittal, and Coordination

The AKS team will prepare a removal-fill joint permit application for submittal to the USACE and DSL based on the 70% plans. Project drawings for the fill permit application will be prepared by AKS and include plans showing the existing wetland/water boundaries, locations of permanent and any temporary wetland or water impacts, cross-section drawings showing existing and proposed elevations and structures, alternative site design drawings, and measures to minimize impacts and provide mitigation.

Deliverables:

The project deliverables will include:

- BA report and NMFS Biological Opinion (delivered as Phase 3 task 1.1)
- Copies of all joint permit application forms, materials, and plans
- USACE permit
- DSL Permit

PHASE 8: FINAL DESIGN AND BIDDING ASSISTANCE, BELNAP COURT OUTFALL

Objective: The purpose of this task is to develop 90% engineering plans for Project #2.

TASK 1 – 90% DESIGN, BELNAP COURT OUTALL

1.1 Engineering Plans

Based on feedback provided by the City, USACE, Oregon DSL, and NMFS, AKS will develop 90% engineering plans for Belnap Court Outfall project. Design documents will include:

- Cover Sheet
- Legend and General Notes
- Existing Conditions Plan
- Tree Removal and Protection Plan with Notes
- Erosion Control Plan (assume DEQ 1200-C permit is not required, < 1 acre disturbed)
- Grading Plan
- Stormwater Outfall Plan and Profile
- Typical Main Channel Cross-Section
- Main Channel Details
- Stormwater Outfall Details
- Planting Plan

In addition to preparing the plan set, AKS will prepare the following construction documents:

- Bid sheet
- Project special provisions
- Engineer’s construction cost estimate

TASK 2 – FINAL DESIGN (100% SET), BELNAP COURT OUTFALL

2.1 Final Design (90% and 100% Sets)

Following review of the 90% Design and obtaining all required USACE and ODSL Permits and NMFS Biological Opinion, AKS will make any necessary revisions and re-submit the 100% design plans, bid sheet, project special provisions, engineer’s construction cost estimate, geotechnical report, and USACE and ODSL permits to the City for bidding and construction of the Belnap Court Outfall project during the summer of 2017. The construction bid package will include:

- Engineering plans (100% plans)
- Bid sheet
- Project special provisions
- Engineer’s construction cost estimate

Deliverables:

The project deliverables will include:

- Engineering plans (100% plans)
- Bid sheet
- Project special provisions
- Engineer’s construction cost estimate

TASK 3 – FINAL GEOTECHNICAL REPORT

3.1 Final Geotechnical Report

S&W will finalize the Draft Geotechnical Report based on comments from the design team, design documents, and City comments.

Deliverables:

The project deliverables will include:

- Engineering plans (90% and 100% plans)
- Bid sheet (90% and 100% plans)
- Project special provisions (90% and 100% plans)
- Engineer's construction cost estimate (90% and 100% plans)
- Final Geotechnical Report

PHASE 9: CONSTRUCTION ENGINEERING AND SUPPORT, BELNAP COURT OUTFALL (2017)

Objective: The objective is to provide construction phase services to assist the City and ensure successful construction of Project #2 during the Summer 2017.

TASK 1 – CONSTRUCTION PHASE SERVICES

1.1 Construction Engineering

AKS will provide the following construction engineering services:

- Attend the project's pre-construction meeting to be scheduled by the City.
- Answer requests for clarifications as necessary.
- Make site visits during the construction phase; during periods of active construction this could be daily site visits.
- Perform a walk through following substantial project completion and create a project punch list.

The City is providing primary inspection services and the final walk through.

Deliverables:

The project deliverables will include:

- Pre-construction meeting notes
- Answers to any questions arising from the pre-construction meeting
- Submittal reviews
- Site visits and inspection reports
- RFI clarifications (as needed)
- Review Contractors monthly Pay Estimates for accuracy
- Punch list

1.2 Pre-Construction Surveying

AKS will conduct a pre-construction survey to locate all existing monuments of record within the project limits. This will ensure that if they are destroyed during construction, they can be re-set within 90 days. All survey work will be performed in accordance with all county and state standards. At a minimum, surveying will include:

- Locations of all survey monuments that may be disturbed or destroyed by construction
- Descriptions of all located survey monuments

1.3 Construction Surveying

AKS will provide the following construction surveying:

- One set of clearing limit stakes
- One set of erosion control stakes
- One set of grading stakes for project area
- All construction surveying will be coordinated with the contractor and the City

Deliverables:

The project deliverables will include:

- Copies of Contractor staking requests
- Copies of staking maps
- Copies of cut sheets/field notes

1.4 Post-Construction Survey

AKS will perform a post-construction survey to replace monuments that were destroyed during construction in accordance with County and State standards. This proposal assumes that property monuments will be re-set within 90 days of disturbance/destruction. At a minimum, surveying will include the following:

- Re-setting destroyed monuments of record
- Preparing a Record of Survey showing the locations of all survey monuments disturbed or destroyed by construction and reset existing monuments of record
- Descriptions of all reset survey monuments

Deliverables:

The project deliverables will include:

Post-Construction Survey (including map and narrative) recorded with the Clackamas County Surveyor's Office

1.5 As-Builts

AKS will provide a topographic survey (based on the City's approved vertical datum) of the constructed improvements to include:

- Survey elevations and location of all stormwater weirs or other channel structures
- Survey elevations and location of all storm structures
- Location of all constructed features
- One foot contours

Deliverables:

The project deliverables will include:

- As-built engineering plans in paper, Mylar (min. 3-mil), and digital (AutoCAD, latest version) formats

- As-built topographic survey

PHASE 10: 70% DESIGN, MOREY COURT OUTFALL

Objective: Prepare 70% design plans for Morey Court.

TASK 1 – 70% DESIGN, MOREY COURT OUTFALL

1.1 Engineering Plans

Following review by the City, AKS will integrate City comments and develop a 70% engineering plan for Project #3, Morey Court Outfall. Note: the City may decide this project be combined with the Belnap Court Outfall for coordinated design and construction. Plans will include sufficient detail information to submit to USACE and ODSL to obtain required permits. Design documents will include:

- Cover sheet
- Legend and general notes
- Existing conditions plans
- Tree removal and protection plans with notes
- Erosion control plans (assume DEQ 1200-C permit is not required, < 1 acre disturbed)
- Grading plans
- Storm channel plans and profiles
- Typical storm channel cross-sections
- Storm channel details
- Stormwater outfall details
- Landscape planting plans and details
- Stormwater report

AKS will schedule and hold a “plan review” meeting with City staff to review the 70% plans.

Deliverables:

The project deliverables will include:

- Preliminary engineering plans (50% and 70% plans)
- Meeting notes
- Draft Geotechnical Report
- Stormwater Report

PHASE 11: SUBMIT AND OBTAIN REQUIRED FEDERAL AND STATE PERMITS, MOREY COURT OUTFALL

Objective Obtain necessary permits for Morey Court.

TASK 1 – SUBMIT AND OBTAIN REQUIRED FEDERAL AND STATE PERMITS

- Consulting with state and federal agencies and the City to identify significant concerns regarding the project area and/or report.

- Reviewing proposed alternatives and the preferred design, stormwater treatment, potential impacts to the riparian area, and other potential temporary construction impacts to the resource.

1.1 USACE and DSL Permit Preparation, Submittal, and Coordination

The AKS team will prepare a removal-fill joint permit application for submittal to the USACE and DSL based on the 70% plans. Project drawings for the fill permit application will be prepared by AKS and include plans showing the existing wetland/water boundaries, locations of permanent and any temporary wetland or water impacts, cross-section drawings showing existing and proposed elevations and structures, alternative site design drawings, and measures to minimize impacts and provide mitigation.

Deliverables:

The project deliverables will include:

- BA report and NMFS Biological Opinion (delivered as Phase 3 task 1.1)
- Copies of all joint permit application forms, materials, and plans
- USACE permit
- DSL Permit

PHASE 12: FINAL DESIGN AND BIDDING ASSISTANCE, MOREY COURT OUTFALL

Objective: The purpose of this task is to develop 90% engineering plans for Project #3.

TASK 1 – 90% DESIGN, MOREY COURT OUTFALL

1.1 Engineering Plans

AKS will develop 90% engineering plans for Morey Court Outfall based on feedback provided by the City, USACE, ODSL, and NMFS. Design documents will include:

- Cover Sheet
- Legend and General Notes
- Existing Conditions Plan
- Tree Removal and Protection Plan with Notes
- Erosion Control Plan (assume DEQ 1200-C permit is not required, < 1 acre disturbed)
- Grading Plan
- Stormwater Outfall Plan and Profile
- Typical Main Channel Cross-Section
- Main Channel Details
- Stormwater Outfall Details
- Planting Plan

In addition to preparing the above plans, AKS will also prepare the following construction documents:

- Bid sheet
- Project special provisions
- Engineer's construction cost estimate

TASK 2 – FINAL DESIGN (100% SET), MOREY COURT OUTFALL

2.1 Final Design (100% Set)

Following review of the 90% Design and obtaining all required USACE and ODSL Permits and NMFS Biological Opinion, AKS will make any necessary revisions and re-submit the 100% design plans, bid sheet, project special provisions, engineer's construction cost estimate, geotechnical report, and USACE and ODSL permits to the City for bidding and construction of the Morey Court Outfall project during the summer of 2018 (if combined with the Belnap Court Outfall project, construction will occur in summer of 2017). The construction bid package will include:

- Engineering plans (100% plans)
- Bid sheet
- Project special provisions
- Engineer's construction cost estimate

TASK 3 – FINAL GEOTECHNICAL REPORT

3.1 Final Geotechnical Report

S&W will finalize the Draft Geotechnical Report based on comments from the design team, design documents, and City comments.

Deliverables:

The project deliverables will include:

- Engineering plans (90% and 100% plans)
- Bid sheet (90% and 100% plans)
- Project special provisions (90% and 100% plans)
- Engineer's construction cost estimate (90% and 100% plans)
- Final Geotechnical Report

PHASE 13: CONSTRUCTION ENGINEERING AND SUPPORT, MOREY COURT OUTFALL (2018)

Objective: The objective is to provide construction phase services to assist the City and ensure successful construction of Project #3 during the Summer 2018.

TASK 1 – CONSTRUCTION PHASE SERVICES

1.1 Construction Engineering

AKS will provide the following construction engineering services:

- Attend the project's pre-construction meeting to be scheduled by the City.
- Answer requests for clarifications as necessary.
- Make site visits during the construction phase; during periods of active construction this could be daily site visits.
- Perform a walk through following substantial project completion and create a project punch list.

The City is providing primary inspection services and the final walk through.

Deliverables:

The project deliverables will include:

- Pre-construction meeting notes
- Answers to any questions arising from the pre-construction meeting
- Submittal reviews
- Site visits and inspection reports
- RFI clarifications (as needed)
- Review Contractors monthly Pay Estimates for accuracy
- Punch list

1.2 Pre-Construction Surveying

AKS will conduct a pre-survey to locate all existing monuments of record within the project limits. This will ensure that if they are destroyed during construction, they can be re-set within 90 days. All survey work will be performed in accordance with all county and state standards. At a minimum, surveying will include:

- Locations of all survey monuments that may be disturbed or destroyed by construction
- Descriptions of all located survey monuments

1.3 Construction Surveying

AKS will provide the following construction surveying:

- One set of clearing limit stakes
- One set of erosion control stakes
- One set of grading stakes for project area
- All construction surveying will be coordinated with the contractor and the City

Deliverables:

The project deliverables will include:

- Copies of Contractor staking requests
- Copies of staking maps
- Copies of cut sheets/field notes

1.4 Post-Construction Survey

AKS will perform a post-construction survey to replace monuments that were destroyed during construction in accordance with county and state standards. This proposal assumes that property monuments will be re-set within 90 days of disturbance/destruction. At a minimum, surveying will include the following:

- Re-setting destroyed monuments of record
- Preparing a Record of Survey showing the locations of all survey monuments disturbed or destroyed by construction and reset existing monuments of record
- Descriptions of all reset survey monuments

Deliverables:

The project deliverables will include:

- Post-Construction Survey (including map and narrative) recorded with the Clackamas County Surveyor's Office

1.5 As-Builts

AKS will provide a topographic survey (based on the City's approved vertical datum) of the constructed improvements to include:

- Survey elevations and location of all stormwater weirs or other channel structures
- Survey elevations and location of all storm structures
- Location of all constructed features
- One foot contours

Deliverables:

The project deliverables will include:

- As-built engineering plans in paper, Mylar (min. 3-mil), and digital (AutoCAD, latest version) formats
- As-built topographic survey

