

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Charbonneau Utility Repair: Village Greens Circle and Edgewater Lane Project (“Project”) is made and entered into on this ____ day of May 2022 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Wallis Engineering, PLLC**, a Washington corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the engineering design and construction services for two utility replacement/repair projects according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant’s

Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FOUR HUNDRED NINETY-THREE THOUSAND NINETY-TWO DOLLARS AND EIGHTY-TWO CENTS (\$493,092.82), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's Rate Schedule and unit pricing are set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons

for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

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

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

Section 5. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2022, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 6. City's Rights and Responsibilities

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

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2021-22. If not completed within this fiscal year, funds may not be appropriated for

the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

Section 7. City's Project Manager

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

Section 8. Consultant's Project Manager

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

Section 9. Project Information

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

Section 10. Duty to Inform

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

Section 11. Subcontractors and Assignments

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises

the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

Section 12. Consultant Is Independent Contractor

12.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

12.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 18** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such

subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

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

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

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

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

Section 14. Indemnity

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit,

or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

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

Section 15. Insurance

15.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

15.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general

aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

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

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

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

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

15.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its

equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

Section 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

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

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

16.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure

the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

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

16.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 20**, for which Consultant has received payment or the City has made payment.

Section 17. Suspension of Services

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

Section 18. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 19. Access to Records

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

Section 20. Property of the City

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

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

Section 21. Notices

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

To City: City of Wilsonville
 Attn: Matt Palmer, Civil Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

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

Section 22. Miscellaneous Provisions

22.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

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

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

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

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

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

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

22.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder

to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

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

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

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

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

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

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

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

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

22.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually

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

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

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

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

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

CONSULTANT:

CITY:

WALLIS ENGINEERING, PLLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

PROJECT DESCRIPTION

The Charbonneau district of Wilsonville was developed as a master planned community beginning in 1972 and continuing throughout the 1980’s. Located in the southeast corner of the city, Charbonneau is bounded by the Willamette River to the north, Interstate Highway 5 to the west and Miley Road to the south. In 2014, the City completed an extensive assessment of the Charbonneau infrastructure, including the sewer, storm, water, and street utilities. Much of the utility infrastructure has been identified as deficient and is in need of repair and/or replacement.

Based on the utility condition, the City adopted the Charbonneau Consolidated Improvement Plan (Plan), a 25-year plan to upgrade and improve utility deficiencies within Charbonneau. The first phase of the plan included fifteen (15) high priority spot repair locations within the Charbonneau sewer and storm systems. The plan further designated thirty-eight (38) additional complete repair projects. The City has been working to complete these planned projects since 2015.

The purpose of this project is to review and verify the utility deficiencies (water, sewer, street, and storm), recommend the method of rehabilitation or replacement, and prepare construction plans and documents for the third and fourth complete repair projects in Charbonneau: Village Greens Circle and Edgewater Lane. The construction plans and documents will consist of two (2) separate phases to be constructed over the next two (2) years

CONTRACT DURATION

Contract term will be from the date contract is fully executed until December 31, 2024.

SPECIFIC SCOPE OF WORK

- Phase 1: Preliminary Engineering & Design
- Phase 2: Design & Bidding Assistance – Village Greens Circle
- Phase 3: Construction Support – Village Greens Circle
- Phase 4: Design & Bidding Assistance – Edgewater Lane
- Phase 5: Construction Support – Edgewater Lane

PROJECT TEAM

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

<i>Wallis</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis), PLLC	Civil Engineering
AKS	Surveying
AIMS	Utility Investigations
GeoDesign DBA NV5 (NV5)	Geotechnical Engineering

TASK 0.1 – PROJECT MANAGEMENT

Wallis will provide project management for work associated with this Project, including managing Wallis staff and any sub-consultants. Wallis will schedule and coordinate work with the City’s Project Manager. Wallis will communicate with the City the project work status on a regular basis and project issues as concerns arise. Wallis will also provide quality assurance such that all deliverables have been peer reviewed prior to submittal to the City.

Wallis will prepare monthly progress reports accompanied by progress billings, as well as monitor work tasks, budgets and schedule. Monthly progress billings are subject to City review and approval.

Wallis will prepare a detailed Project schedule that includes each task and subtask and key project milestones. Wallis will update the Project schedule as changes to task timeframes occur.

Task 0.1 Assumptions

- This contract will span a 30-month design period (May 2022 – October 2024) and include design, bidding, construction and project closeout phases.

Task 0.1 Deliverables

- Monthly progress reports indicating percent completed during current billing period and total to date per task and subtask
- Monthly progress billings on a time and materials basis per task and subtask.
- Project schedule and updates as needed.

PHASE 1: PRELIMINARY ENGINEERING & DESIGN

Task 1.1 – Project Information Review

The City will provide Wallis with the following information in electronic format prior to the Project Kick-Off Meeting for their review.

- City of Wilsonville 2017 Public Works Standards and detail drawings.
- Charbonneau Consolidated Improvement Plan.
- As-built/Record Drawing information, as available.
- Previous video inspections of all sanitary sewer and storm sewer pipe segments.
- Master plan flow projections and calculations for storm collection system.
- Other pertinent information requested by Wallis, as available.

Task 1.2 – Preliminary Project Team Meetings

Wallis will schedule, facilitate, and prepare agendas, meeting materials, and minutes for up to three (3) Preliminary Project Team Meetings:

- 1) Project Kick-Off Meeting
- 2) Pipeline Inspection & Connection/Cross-Connection Verification Scoping Meeting
- 3) Pipeline Inspection & Connection/Cross-Connection Verification Summary Meeting

Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room. In the event of a COVID-19 restriction, meetings may be held in an online format, hosted by the City.

Task 1.2 Assumptions

- Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.
- Wallis will not be required to attend any City Council meetings.

Task 1.2 Deliverables

- Preliminary Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
- Preliminary Project Team Meeting minutes

Task 1.3 – Pipeline Video Inspection & Connection/Cross-Connection Verification

Wallis and AIMS will attend a pipeline video inspection and connection/cross-connection verification scoping meeting with the City to discuss the process by which pipeline lateral connections/cross-connections and the associated property(s) or structure(s) being serviced will be determined. We will document the portion of the work to be performed by the consultant team and that which is the responsibility of the City. The following is the minimum work to be performed under this task. However, it is anticipated that this work may be amended based on the results of the scoping meeting.

AIMS will conduct a video inspection of each section of utility pipeline (sewer and storm), including upstream and downstream pipe sections to the nearest manhole, of all pipe sections within the two project areas (Attachment 1). The video inspection shall be conducted in accordance with Wilsonville Public Works Standards (Section 401.6.02.d).

Prior to video inspection, AIMS will clean each section of pipeline to be video inspected in accordance with Wilsonville Public Works Standards (Section 401.6.02.a).

We will identify the location of all service lateral connections and the property(s) or structure(s) to which service is provided through the use of video inspection, smoke testing, dye testing, on-site visual inspections, and as-built document review.

To confirm and eliminate cross connections in the City's systems, AIMS will smoke test each section of sewer pipeline (to confirm storm drains that are connected to sewer pipelines) and perform dye tests on each project area property (to confirm sewer drains that are connected to storm pipelines). As part of the design effort, any discovered cross-connections must be corrected.

AIMS will note abandoned or capped connections.

Wallis will photograph and document each manhole from the surface for structural deficiencies, infiltration, or hydrogen sulfide corrosion.

Task 1.3 Assumptions:

- Up to 5,700 LF of total mainline will be cleaned and inspected, including:
 - 2,040 LF of sanitary sewer mainline (< 15" dia.)
 - 1,345 LF of storm sewer mainline (< 15" dia.)
 - 2,315 LF of storm sewer mainline (15"-30" dia.)
- Up to 23 sanitary laterals and 34 storm laterals will be located and inspected.
- Traffic control setup is included.
- Disposal dump fees are included.
- Up to three passes with a high pressure jetter will be sufficient. The City will be notified if any additional cleaning is needed.
- The City will provide AIMS with a hydrant meter for water access as needed for pipe cleaning. AIMS will be responsible for any deposit required to take possession of the meter.
- The City will provide a map with manhole and inlet identification numbers that will be used to identify structures in the report.
- Laterals that are obstructed by roots, pipe collapse, debris, or capped will be inspected to the extent possible.
- The City will complete all public involvement tasks associated with smoke and dye testing, including advanced public notifications, coordination with residents during work, and preparation and distribution of door hangers.

- Video inspection required to document dye testing results assumed limited to one (1) day.
- No right-of-way permits required for video inspection services.
- AIMS to provide traffic control needed for video inspection services. No flagging assumed required.

Task 1.3 Deliverables:

- Technical memorandum documenting the process by which pipeline lateral connections and the associated property or structure being serviced is determined.
- Video inspection recorded in color DVD format and written inspection report for each section of utility pipeline.
- Preliminary layout of all utility pipeline connections, identifying each property or structure served, including identification of connections abandoned or capped
- An existing conditions map of each project area noting pipe deficiencies, active and capped laterals, manhole condition, and items that require further investigation.
- Video inspection recorded in color on a DVD or USB flash drive format and written inspection report for each section of utility pipeline.
- Preliminary layout of all utility pipeline connections, identifying each property or structure served, including identification of connections abandoned or capped.
- Smoke and dye testing report.

Task 1.4 – Pre-Construction Monumentation Survey

AKS shall conduct research to determine the presence of existing monuments within the project areas.

Following this research, pre-construction survey(s) will be conducted and recorded with Clackamas County to record the location(s) of all monuments within the project areas.

Task 1.4 Assumptions

- Include costs of filing fees as appropriate.

Task 1.4 Deliverables

- Electronic copies (PDF) of all submitted pre-construction surveys

Task 1.5 – Topographic Surveying

AKS shall perform topographic surveying services for each of the two (2) project areas extending to the edge of property and easement boundaries within roadways and public easements. The extent of the survey work shall be as necessary to adequately design the proposed improvements. At a minimum, surveying shall include the following:

- 1) Establishing a horizontal and vertical survey control network
- 2) Reference the network and all mapping to City of Wilsonville approved vertical datum, NAVD 88 Datum.
- 3) Surveying and preparing a map showing the following:
 - a. Locations, rim elevations, and pipe invert elevations for all sanitary and storm structures within the project area.
 - b. Locations and top of valve nut elevations for water valves, locations and box rim elevations for meter boxes, hydrants, blow-offs, air releases, and all other appurtenances.
 - c. Utility poles and overhead wires, including heights
 - d. Located underground utilities and associated appurtenances and valves, and irrigation systems
 - e. Edge of pavement and top face of curb
 - i. If a non-standard curb exists, survey top back of curb.

- f. Fences, mailboxes, street lights, trees, and other street side structures
 - g. Striping and signage
 - h. Sidewalk, curb ramps, and driveways
 - i. Other important topographic features
- 4) Survey data shall be compiled in digital format and a digital terrain model shall be created which can be used for design purposes.

Task 1.5 Assumptions

- GIS information provided by the City will be used to show the approximate right-of-way aligned with any property monuments found.
- Survey extents shall be to edge of property and easement boundaries within roadways and public easements.
- Right of entry not required. Notices will be provided per ORS 672.047

Task 1.5 Deliverables

- Digital terrain model (DTM) in AutoCAD DWG format complete with all external references such that the DTM is fully usable by the City without additional software or reference data.

Task 1.6 – 60% Design Documents

Wallis will prepare a complete set of 60% design plans and cost estimate for both Village Greens Circle and Edgewater Lane Projects. Design plans will address the following design elements:

Sewer and Storm Rehabilitation: Selection criteria for utility rehabilitation alternatives will be established in collaboration with City staff. This will include maximum allowable dimensions for bellies and offset joints, lateral reinstatement preferences, and minimum clearances needed for inspection equipment. Wallis will review the benefits and limitations of available trenchless rehabilitation methods to ensure a good fit and that the final product meets the needs of the City. A total of 2,040 LF of sanitary sewer pipe, 3,660 LF of storm sewer pipe, 23 sanitary sewer laterals, 34 storm sewer laterals, 10 sanitary sewer structures, and 51 storm sewer structures will be assessed for rehabilitation or replacement.

Sewer and Storm Replacement: Wallis will design replacement of pipes that require upsizing or relocation, or that have structural defects not compatible with trenchless rehabilitation. Pipe replacement will generally be by traditional open trench construction, with reconnection and reconstruction of active laterals within the roadway.

Water Replacement: Wallis will design water system replacement for the Edgewater Lane project, assuming reconnection of all water meters, valves and hydrants. A total of 190 LF of water mainline will be replaced, and up to three (3) water meters and one (1) hydrant will be reconnected.

Pavement Rehabilitation: Preliminary design plans will incorporate recommendations from the geotechnical final report letter (if needed) to identify limits of improvements and constructions impacts. Per the CCIP, the existing pavement within the project limits has some sections requiring full rehabilitation and some noted as candidates for grind and inlay or thin lift overlays. Wallis and NV5 will identify the most appropriate pavement repair and rehabilitation strategies for each street, based on City decision factors. Previous projects have noted pavement sections which are too thin to accommodate grind and inlay methods and it will be important to field verify existing conditions to ensure that the proposed design is constructible. Wallis will identify and address impacts of the work on utility structures, curbs and gutters, areas of existing surface water ponding, or any required cross slope modifications. There are also two (2) areas constructed with concrete unit pavers. Design is assumed to either replace in kind unit paver areas impacted by utility reconstruction, or utilize the full rehabilitation pavement recommendations noted above.

Private Property Impacts: Previous utility projects within Charbonneau had some private property impacts. We will carefully identify these impacts on the project plans, and provide accurate estimates for this work. The City’s arborist will review the proposed improvements, and assess the impacts on trees. Wallis will use this information to tailor improvements and construction methods to minimize impact on trees and private property.

Cost Estimates: Cost estimates will be based on historic construction cost data from Wallis, bid results or negotiated change order costs from similar projects, quotes from suppliers, and discussions with contractors to gauge competition. The costs of permits will be based on the actual cost of fees from the reviewing agency plus additional cost for professional services needed to prepare the applications.

Traffic Control Requirements: Wallis will address temporary traffic control during construction, with special attention to traffic impacts during construction on French Prairie Drive. Wallis will prepare detailed traffic control plans for contractor reference utilizing previous French Prairie Phase II plans as reference.

At a minimum, the 60% plan sets must include the following:

Sheet Type	Village Green Circle	Edgewater Lane
Cover Sheet	1	1
Legend and Construction Notes	2	2
Typical Sections	1	1
Existing Conditions Plan	5	5
Temporary Protection and Direction of Traffic	2	2
Erosion and Sediment Control Plan	5	5
Street Improvement and Erosion Control Plan	5	5
Sanitary Plan and Profile	5	5
Sanitary Bypass Plan	1	1
Storm Drainage Plan and Profile	5	5
Water Plan and Profile	-	1
Water Reconnection Details	-	1
Composite Utility Plan and Profile	5	5
Signing & Striping (as needed)	1	1
Landscape Restoration Plan (as needed)	2	2
Construction Details	2	2
City of Wilsonville Standard Details	8	8
Total:	50	52

In collaboration with City Project Manager, Wallis will prepare project-specific Special Provisions for both projects based on 2018 ODOT Standard Specifications and 2017 Wilsonville Public Works Standards. The City will provide standard Wilsonville Special Provisions for inclusion in the project special provisions. The order of precedence will be (1) Project Specific Special Provisions, (2) City of Wilsonville Special Provisions, (3) ODOT Special Provisions.

City will add 60% plan review comments to comment log. Wallis shall update comment log by providing a response to each comment and submit with the 90% construction documents (to be provided under Tasks 2.2 and 4.2).

Task 1.6 Assumptions

- Plan and profile drawings will be scaled full size at 1"=20' H and 1"=5' V.
- Plan and profile sheets will be combined if space allows.
- No SROZ work will be required.
- No right-of-way or easement documentation will be required.
- Rehabilitation methods for manholes will be limited to cementitious or epoxy coating systems.
- Storm inlet structures will not be rehabilitated, only adjusted or replaced.
- No improvements to address stormwater quality or quantity are anticipated or required.
- Arborist services not included.

Task 1.6 Deliverables

- 60% plan set in half-size (11"x17") electronic (PDF) format.
- 60% project special provisions.
- 60% bid schedule and bid item descriptions.
- 60% Engineer's construction cost estimate.

Task 1.7 – Public Open House

The open house shall provide the opportunity for the public to submit feedback on previous phases of utility replacement work and to provide recommendations and comments for the upcoming projects based on the 60% design. Wallis will facilitate and provide meeting materials, comment forms, and a presentation for one (1) public open house after the 60% design has been completed under Task 1.6. City Staff will be responsible for scheduling the meeting room.

NOTE: Due to COVID-19, the Public Open House may be held in an online forum.

Our project manager will present the plans and discuss anticipated impacts during construction, such as private property and tree impacts, traffic control plans, road closures, utility service disruptions, and - if needed - potential environmental concerns associated with CIPP work. We will prepare boards and other materials for public meetings as needed. Materials will be provided a week in advance of Public Open House for staff review and approval. Public input will be incorporated into the Preliminary Design Memorandum.

Task 1.7 Assumptions

- The City will be responsible for securing and organizing the meeting venue.
- The City will provide public notification of the event.
- The City will respond directly to the public using the written responses by Wallis.
- Assume one (1) Public Open House event.

Task 1.7 Deliverables

- Public Open House meeting materials (e.g. meeting agenda, images mounted to form core board, informational handouts, presentation, public comment sheets, etc.). Provide materials a week in advance of Public Open House for staff review and approval.
- Written summary of meeting, including copies of submitted comment cards, documentation of comments submitted and written response to submitted comments.

Task 1.8 - Geotechnical Investigation (Contingency)

As requested by the City, NV5 will provide pavement investigation and analysis and pavement design. We propose pavement investigations involving GPR testing, pavement borings, DCP testing, and pavement condition surveys. We propose utilizing the American Association of State Highway and Transportation Officials Guide for Design of Pavement Structures (1993) for developing our pavement section recommendations.

Field Investigations: GPR testing and pavement coring will be completed to estimate the existing pavement thickness. For pavement cores, we anticipate at least one core per block. NV5 will complete a field survey of pavement conditions during a joint reconnaissance. The purpose of the field survey will be to identify sections of pavement for full depth repair during construction. NV5's specific scope of services for this task will include the following:

- Identify and mark coring locations and call-in utility locates.
- Provide traffic control plans and traffic control through our subcontractor when required. We anticipate that permitting requirements and fees will be handled by City personnel.
- Complete a distress survey of the existing pavement segments and log the extent of moderate to high severity fatigue cracking and other distresses that are commonly associated with either thin pavement or soft and/or failed subgrade.
- Explore subsurface conditions by completing pavement borings to depths of up to 3-feet below ground surface (BGS). We estimate up to 14 cores at the following areas:
 - French Prairie Drive: 7 borings
 - Village Greens Circle: 2 borings
 - SW Edgewater: 1 boring
 - SW Edgewater West: 2 borings
 - SW Edgewater East: 2 borings
- Maintain a detailed log of the explorations. Classify the subgrade soil during field explorations. Obtain samples of the pavement, base, and subgrade materials encountered.
- Conduct DCP testing at each location per street section. Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- Conduct laboratory testing to determine the in situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction. In areas marked for reconstruction, conduct atterberg limits tests on clayey soils.
- Conduct GPR tests in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street section being considered for rehabilitation.
- Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be supplemented by subsurface exploration data.

Pavement Design and Plan Review: NV5 will assist the design team in developing recommendations for pavement rehabilitation and reconstruction sections. Evaluation of alternatives will require an estimate of the subgrade soil stiffness along the street segments, together with an estimate of the traffic volumes and truck classifications along each segment. NV5 will work with the City and Wallis Engineering to review plans and specifications. NV5's specific scope of services includes the following:

- Review field and laboratory results.
- Summarize pavement thickness data.
- Calculate resilient modulus of the subgrade based on DCP results.
- Estimate existing pavement capacity on rehabilitation candidates.
- Analyze traffic loadings based on classification counts available from the City.
- Provide recommendations for pavement repair and/or patching where required.
- Provide recommendations for pavement rehabilitation thickness.
- Provide recommended pavement sections for reconstruction.
- Provide recommendations for materials and construction.
- Complete a draft letter report summarizing our findings and recommendations.
- Provide pavement design support including pavement material recommendations and consulting with design team personnel.
- Review pavement-design specific portions of the plans and specifications
- Attend a 60 percent plan review meeting with the City.
- Provide a final letter report summarizing our recommendations and the recommendations of the design team.

Task 1.8 Assumptions

- Geotechnical investigation work limited to pavement design recommendations. Testing to inform utility work will be done under Task 1.9 only if authorized.
- City to provide traffic counts appropriate for pavement design
- Pavement designs are to 20-year design life.

Task 1.8 Deliverables

- Geotechnical draft and final letter report

Task 1.9 Geotechnical Utility Investigation (Contingency)

NV5 will provide the following as part of their borings under Task 1.8. New explorations and a second mobilization will not be required:

- Extend pavement borings to depths of up to 15 feet BGS and observe water level in the holes after drilling if present.
- Complete online water well research, documenting known groundwater information in the near vicinity.
- Includes additional field exploration, documentation, and analysis time
- Includes additional analysis and documentation time

Task 1.10 – Alternatives Analysis (Contingency)

The street improvements within the Edgewater neighborhood appear to be driven by utility impacts rather than pavement distress. The sewer system repairs appear to be size on size repairs while the stormwater system is significantly upsized. Substantial savings could be achieved if the City can avoid upsizing the storm system. Installation of about 300 LF of pipe along French Prairie in areas already intended for repaving could bypass a large portion of storm flows from the village center area and alleviate the need to upsize lines and repave in this neighborhood.

Wallis will prepare an alternatives analysis to determine if a diversion of stormwater from the village center area would be a cost-effective approach to minimizing impacts to the Edgewater neighborhood. Wallis will work with the City to delineate revised basins created by the diversion. Wallis Engineering will complete any necessary stormwater modeling needed to determine if existing stormwater lines within the Edgewater neighborhood will be sufficient. Wallis will compare alternatives and summarize recommendations within a memorandum, supplemented by planning-level cost estimates for these alternatives.

Task 1.10 Assumptions

- City to provide previous stormwater modeling reports for the Edgewater neighborhood.
- Cost estimates to be limited to one alternative design option and one base option.

Task 1.10 Deliverables

- Stormwater analysis
- Cost estimate and recommendation memorandum

PHASE 2: DESIGN & BIDDING ASSISTANCE – VILLAGE GREENS CIRCLE**Task 2.1 – 60% Design Review Meeting**

Wallis shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 60% design review meeting after receipt of City 60% review comments.

Task 2.1 Assumptions

- This meeting will be held at Wilsonville City Hall; City staff will be responsible for providing the meeting room. If Covid-19 restrictions apply, this meeting may be conducted virtually.
- City will provide a log of all preliminary (60%) plan review comments.

Task 2.1 Deliverables

- Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
- Project Team Meeting minutes.
- Wallis will update the City's comment log by providing a response to each comment and submit the log with the following submittal.

Task 2.2 – 90% Design Documents

Wallis shall prepare a complete set of 90% plans, project special provisions, and cost estimate based on comments received during the 60% design review meeting.

Task 2.2 Assumptions

- The City will prepare front end contract specifications.
- The City will provide standard Wilsonville General Special Provisions for inclusion in the project special provisions in MS Word format.
- Wallis will prepare Project Special Provisions based on ODOT 2018 Standard Specifications for Construction, and the City's current General Special Provisions.
- The City will provide a log of all 90% design submittal comments.
- No DEQ submittal will be required.

Task 2.2 Deliverables

- Updated comment log with Wallis responses to each comment.
- 90% plan set in half-size (11"x17") electronic (PDF) format.
- 90% project special provisions.
- 90% bid schedule and bid item descriptions.
- 90% Engineer's construction cost estimate.

Task 2.3 – 90% Design Review Meeting

Wallis shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 90% design review meeting after receipt of City 90% review comments.

Task 2.2 Assumptions

- This meeting will be held at Wilsonville City Hall; City staff will be responsible for providing the meeting room. If Covid-19 restrictions apply, this meeting may be conducted virtually.

Task 2.3 Deliverables

- Project Team Meeting agendas and meeting materials, provided a minimum of two (2) business days prior to meeting date.
- Project Team Meeting minutes.

Task 2.4 – Final (100%) Design Documents

Wallis shall prepare a complete set of final design plans, project special provisions, and cost estimate.

Task 2.4 Assumptions

- The final documents will address the City's 90% review comments.
- Project areas will not be changed from the 90% submittal.

Task 2.4 Deliverables

- Updated comment log with Wallis responses to each comment.
- Final engineering plan set in both full size (22"x34") and half-size (11"x17") electronic (PDF) format digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
- Final project special provisions.
- Final bid schedule and bid item descriptions.
- Final engineer's construction cost estimate.

Task 2.5 – Bidding Assistance

Wallis shall coordinate with City in the preparation of construction bid documents for Village Greens Circle. The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process. Wallis shall prepare responses to potential contractor and supplier technical questions about the plans and specifications as requested by the City. Wallis shall complete all addenda necessary to clarify the construction bid documents.

Task 2.5 Assumptions

- The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process.
- Assumed a maximum of 3 addenda to be prepared.

Task 2.5 Deliverables

- Written response addressing technical questions during bidding process, as needed.
- Construction bid document addenda review comments, as needed.

PHASE 3: CONSTRUCTION SUPPORT – VILLAGE GREENS CIRCLE**Task 3.1 – Construction Services**

Wallis shall attend pre-construction meeting. City will schedule, facilitate, and prepare meeting materials for the pre-construction meeting. Wallis shall attend weekly project meetings during periods of active construction. The project meeting will include a visit to the construction site. City will schedule, facilitate, and provide meeting materials for weekly project meetings. Wallis shall provide weekly project meeting agendas and minutes.

Wallis shall provide technical review of contractor material submittals, Request for Information (RFI), and Change Order Requests (COR) at the request of the City. City will provide primary inspection services.

Task 3.1 Assumptions

- Active construction period assumed to be 24 weeks or less.
- Wallis project manager estimated time commitment assumed at one (1) hour per week during construction plus 14 hours for additional as needed support.
- Wallis support staff time commitment assumed at 30 hours total.
- The Contractor will be responsible for all construction staking
- City will provide primary inspection services.
- Geotechnical field support and quality control testing is not included at this time.

Task 3.1 Deliverables

- Material submittal, RFI, COR review comments, as needed.

Task 3.2 – Record Drawings

AKS shall provide a topographic survey of the constructed improvements for Village Greens Circle based on City of Wilsonville approved vertical datum, NAVD 88 Datum, including:

- 1) Locations, rim elevations, and pipe invert elevations for all constructed sanitary and storm structures within the project area.
- 2) Edges of reconstructed and rehabilitated asphalt roadways sections
- 3) Water pipeline alignments (horizontal only)
- 4) Location of sanitary and storm service lateral connections to mainline and existing service pipe.

Wallis shall prepare a complete set of record drawings that reflect all changes made to the design during construction. Record drawings shall include the “as-built” sanitary and storm service lateral invert elevation at the point of connection to the existing service lateral pipe. The preliminary as-built plan set will be used to conduct the punch list walkthrough.

Task 3.2 Assumptions

- Record drawings will be based on the asbuilt survey and red-lined asbuilt drawings prepared by the Contractor and reviewed by the City.
- Contractor’s redline drawings are accurate.
- CIPP sections will not be included in the survey scope of services.
- Field survey work estimated to be completed in one (1) day.

Task 3.2 Deliverables

- Preliminary as-built plan set in half size (11”x17”) electronic (PDF) format.
- Final as-built plan set in both full size (22”x34”) and half-size (11”x17”) electronic (PDF) format, digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
- AutoCAD copy (current version) of final as-built plan set and as-built topographic survey.

Task 3.3 – Post-Construction Monumentation

AKS shall verify the disturbance (or non-disturbance) of existing monuments previously documented and recorded under Task 1.4. A post-construction survey shall be recorded with Clackamas County following construction and shall include all monuments replaced during construction and the verified locations of undisturbed monuments.

If any impacts to existing monuments occur, AKS shall submit a supplement for work necessary to reset all monuments disturbed during construction.

Task 3.3 Assumptions

- Fee does not include resetting of monuments post construction.
- Include costs of filing fees as appropriate.

Task 3.3 Deliverables

- Electronic copies (PDF) of all submitted post-construction surveys.

PHASE 4: DESIGN & BIDDING ASSISTANCE – EDGEWATER LANE**Task 4.1 – 60% Design Review Meeting**

Wallis shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 60% design review meeting after receipt of City 60% review comments.

Task 4.1 Assumptions

- This meeting will be held at Wilsonville City Hall; City staff will be responsible for providing the meeting room. If Covid-19 restrictions apply, this meeting may be conducted virtually.

Task 4.1 Deliverables

- Project Team Meeting agendas and meeting materials, two (2) business days prior to meeting date.
- Project Team Meeting minutes.

Task 4.2 – 90% Design Documents

Wallis shall prepare a complete set of 90% plans, project special provisions, and cost estimate based on comments received during the 60% design review meeting.

Task 4.2 Assumptions

- The City will prepare front end contract specifications.
- Wallis will prepare Project Special Provisions based on ODOT 2018 Standard Specifications for Construction, and the City's current General Special Provisions.
- The City will provide standard Wilsonville General Special Provisions for inclusion in the project special provisions in MS Word format.
- City will provide a log of all 90% design submittal comments.
- No DEQ submittal required.

Task 4.2 Deliverables

- Updated comment log with Wallis responses to each comment.
- 90% plan set in half-size (11"x17") electronic (PDF) format.
- 90% project special provisions.
- 90% bid schedule and bid item descriptions.
- 90% Engineer's construction cost estimate.

Task 4.3 – 90% Design Review Meeting

Wallis shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 90% design review meeting after receipt of City 90% review comments. Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.

Task 4.3 Assumptions

- This meeting will be held at Wilsonville City Hall; City staff will be responsible for providing the meeting room. If Covid-19 restrictions apply, this meeting may be conducted virtually.
- Project Team Meeting agendas and meeting materials will be provided a minimum of two (2) business days prior to meeting date.

Task 4.3 Deliverables

- Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
- Project Team Meeting minutes.

Task 4.4 – Final (100%) Design Documents

Wallis shall prepare a complete set of final design plans, project special provisions, and cost estimate.

Task 4.4 Assumptions

- The final documents will address the City's 90% review comments.
- Project areas will not be changed from the 90% submittal.

Task 4.4 Deliverables

- Updated comment log with Wallis responses to each comment.

- Final engineering plan set in both full size (22"x34") and half-size (11"x17") electronic (PDF) format digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
- Final project special provisions.
- Final bid schedule and bid item descriptions.
- Final engineer's construction cost estimate.

Task 4.5 – Bidding Assistance

Wallis shall coordinate with City in the preparation of construction bid documents for Edgewater Lane. The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process. Wallis shall prepare response to potential construction contractor and supplier technical questions about the plans and specifications at the request of the City. Wallis shall complete all addenda necessary to clarify the construction bid documents.

Task 4.5 Assumptions

- The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process.
- Assumed a maximum of three (3) addenda to be prepared.

Task 4.5 Deliverables

- Written response addressing technical questions during bidding process, as needed.
- Construction bid document addenda review comments, as needed.

PHASE 5: CONSTRUCTION SUPPORT – EDGEWATER LANE

Task 5.1 – Construction Services

Wallis shall attend pre-construction meeting. City will schedule, facilitate, and prepare meeting materials for the pre-construction meeting. When requested, Wallis shall attend weekly project meetings during periods of active construction. The project meeting will include a visit to the construction site. City will schedule, facilitate, and provide meeting materials for weekly project meetings.

Wallis shall provide technical review of contractor material submittals, Request for Information (RFI), and Change Order Requests (COR) at the request of the City. City will provide primary inspection services.

Task 5.1 Assumptions

- Active construction period assumed to be 30 weeks or less.
- Wallis project manager estimated time commitment assumed at one (1) hour per week during construction plus 14 hours for additional as needed support.
- Wallis support staff time commitment assumed at 50 hours total.
- The Contractor will be responsible for all construction staking
- City will provide primary inspection services.
- Geotechnical field support and quality control testing is not included at this time.

Task 5.1 Deliverables

- Material submittal, RFI, COR review comments, as needed.

Task 5.2 – Record Drawings

AKS shall provide a topographic survey of the constructed improvements for Village Greens Circle based on City of Wilsonville approved vertical datum, NAVD 88 Datum, including:

- 1) Locations, rim elevations, and pipe invert elevations for all constructed sanitary and storm structures within the project area.
- 2) Edges if reconstructed and rehabilitated asphalt roadways sections

- 3) Water pipeline alignments (horizontal only)
- 4) Location of sanitary and storm service lateral connections to mainline and existing service pipe.

Wallis shall prepare a complete set of record drawings that reflect all changes made to the design during construction. Record drawings shall include the “as-built” sanitary and storm service lateral invert elevation at the point of connection to the existing service lateral pipe. The preliminary as-built plan set will be used to conduct the punch list walkthrough.

Task 5.2 Assumptions

- Record drawings will be based on the asbuilt survey and red-lined asbuilt drawings prepared by the Contractor and reviewed by the City.
- Contractor’s redline drawings are accurate
- CIPP sections will not be included in the survey scope of services.
- Water line record survey not included.
- Field survey work estimated to be completed in 1 day.

Task 5.2 Deliverables

- Preliminary as-built plan set in half size (11”x17”) electronic (PDF) format.
- Final as-built plan set in both full size (22”x34”) and half-size (11”x17”) electronic (PDF) format, digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
- AutoCAD copy (current version) of final as-built plan set and as-built topographic survey.

Task 5.3 – Post-Construction Monumentation

AKS shall verify the disturbance (or non-disturbance) of existing monuments previously documented and recorded under Task 1.4. A post-construction survey shall be recorded with Clackamas County following construction and shall include all monuments replaced during construction and the verified locations of undisturbed monuments.

If any impacts to existing monuments occur, a supplement for work necessary to reset all monuments disturbed during construction will be submitted.

Task 5.3 Assumptions

- Fee does not include resetting of monuments post construction.
- Include costs of filing fees as appropriate.

Task 5.3 Deliverables

- Electronic copies (PDF) of all submitted post-construction surveys.

Attachment 1

Project #8 - Village Greens Circle



Attachment 1

Project #9 - EdgewaterLane





RATE SCHEDULE

Rate Schedule good through December, 31, 2024

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$168.14	\$168.14
Senior Engineer	\$223.83	\$223.83
Engineering Manager I - VI	\$195.46	\$222.78
Project Engineer I - IX	\$129.26	\$188.10
Staff Engineer I - IV	\$108.24	\$122.95
Engineering Intern I - III	\$68.31	\$78.82
Designer	\$136.61	\$156.58
Construction Manager	\$147.12	\$147.12
Inspector	\$105.09	\$124.00
Technician I-IV	\$84.07	\$132.41
Administrative I – VI	\$52.55	\$121.90

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

	EM4	EM2	PE3	SE3	SE2	T3	A6	A4	Wallis Labor	Expenses	Subconsultants			Total Cost
											AKS	NV5	AIMS	
Phase 0 Project Management and Administration														
0.1 Project Management	100	2	40				60	8	\$ 35,569.16	\$ -	\$ -	\$ -	\$ 35,569.16	
TASK 0 SUBTOTAL	100	2	40	0	0	0	60	8	\$ 35,569.16	\$ -	\$ -	\$ -	\$ 35,569.16	
Phase 1 PRELIMINARY ENGINEERING & DESIGN														
1.1 Project Information Review	8			8		4			\$ 3,123.16	\$ -	\$ -	\$ -	\$ 3,123.16	
1.2 Preliminary Project Team Meetings	8			4					\$ 2,160.56	\$ -	\$ -	\$ -	\$ 2,160.56	
1.3 Pipeline Video Inspection & Connection/Cross-Connection Verification	24			74		30			\$ 17,534.78	\$ 62.00 (M)	\$ -	\$ 41,960.00	\$ 59,556.78	
1.4 Pre-Construction Monumentation Survey	8		2						\$ 1,984.00	\$ -	\$ -	\$ -	\$ 1,984.00	
1.5 Topographic Surveying	4			4		16			\$ 3,253.48	\$ -	\$ -	\$ -	\$ 3,253.48	
1.6 60% Design Documents	80	8	40	80	80	160		16	\$ 64,127.36	\$ 41.00 (M)	\$ -	\$ -	\$ 64,168.36	
1.7 Public Open House	8			12		12			\$ 5,779.72	\$ 41.00 (M)	\$ -	\$ -	\$ 5,820.72	
1.8 Geotechnical Investigation	2			8		8			\$ 2,589.30	\$ -	\$ -	\$ -	\$ 2,589.30	
1.9 Geotechnical Utility Investigation (Contingency)	1			1		4			\$ 361.49	\$ -	\$ -	\$ -	\$ 361.49	
1.10 Alternatives Analysis (Contingency)	16	4		48	16	4		1	\$ 12,333.93	\$ -	\$ -	\$ -	\$ 12,333.93	
TASK 1 SUBTOTAL	159	12	59	238	96	226	0	17	\$ 113,247.78	\$ 144.00	\$ -	\$ 41,960.00	\$ 240,398.78	
Phase 2 DESIGN & BIDDING ASSISTANCE – VILLAGE GREENS CIRCLE														
2.1 60% Design Review Meeting	8			4		4			\$ 2,765.84	\$ 41.00 (M)	\$ -	\$ -	\$ 2,806.84	
2.2 90% Design Documents	40	8	20	40	40	60	16	8	\$ 32,404.12	\$ -	\$ -	\$ -	\$ 32,404.12	
2.3 90% Design Review Meeting	8			4		4			\$ 2,765.84	\$ 41.00 (M)	\$ -	\$ -	\$ 2,806.84	
2.4 Final (100%) Design Documents	40	4	20	40	40	60	16	8	\$ 31,597.08	\$ -	\$ -	\$ -	\$ 31,597.08	
2.5 Bidding Assistance	8			8		8		4	\$ 5,208.04	\$ -	\$ -	\$ -	\$ 5,208.04	
TASK 2 SUBTOTAL	104	12	56	96	80	128	32	20	\$ 74,740.92	\$ 82.00	\$ -	\$ -	\$ 74,822.92	
Phase 3 CONSTRUCTION SUPPORT – VILLAGE GREENS CIRCLE														
3.1 Construction Services	38			30					\$ 11,580.46	\$ 82.00 (M)	\$ -	\$ -	\$ 11,662.46	
3.2 Record Drawings	8			16		20			\$ 7,225.72	\$ -	\$ -	\$ -	\$ 7,225.72	
3.3 Post-Construction Monumentation	4								\$ 840.68	\$ -	\$ -	\$ -	\$ 840.68	
TASK 3 SUBTOTAL	50	0	8	46	0	20	0	0	\$ 19,646.86	\$ 82.00	\$ -	\$ -	\$ 19,728.86	
Phase 4 DESIGN & BIDDING ASSISTANCE – EDGEWATER LANE														
4.1 60% Design Review Meeting	8			4		4			\$ 2,765.84	\$ 41.00 (M)	\$ -	\$ -	\$ 2,806.84	
4.2 90% Design Documents	40	8	40	40	40	60	16	8	\$ 35,430.52	\$ -	\$ -	\$ -	\$ 35,430.52	
4.3 90% Design Review Meeting	8			4		4			\$ 2,765.84	\$ 41.00 (M)	\$ -	\$ -	\$ 2,806.84	
4.4 Final (100%) Design Documents	40	4	40	40	40	60	16	8	\$ 34,623.48	\$ -	\$ -	\$ -	\$ 34,623.48	
4.5 Bidding Assistance	8			8		8		4	\$ 5,208.04	\$ -	\$ -	\$ -	\$ 5,208.04	
TASK 4 SUBTOTAL	104	12	96	96	80	128	32	20	\$ 80,793.72	\$ 82.00	\$ -	\$ -	\$ 80,875.72	
Phase 5 CONSTRUCTION SUPPORT – EDGEWATER LANE														
5.1 Construction Services	44			50					\$ 15,237.48	\$ 123.00 (M)	\$ -	\$ -	\$ 15,360.48	
5.2 Record Drawings	8			16		30			\$ 8,434.22	\$ -	\$ -	\$ -	\$ 8,434.22	
5.3 Post-Construction Monumentation	4								\$ 840.68	\$ -	\$ -	\$ -	\$ 840.68	
TASK 5 SUBTOTAL	56	0	8	66	0	30	0	0	\$ 24,512.38	\$ 123.00	\$ -	\$ -	\$ 24,635.38	
Project Subtotal	573	38	267	542	256	532	124	65	\$ 348,510.82	\$ 513.00	\$ -	\$ 41,960.00	\$ 493,092.82	

FEE SUMMARY	
Wallis Labor	\$ 348,510.82
Wallis Expenses	\$ 513.00
(M) = Mileage at current IRS Rate, (P) = Printing	
Subconsultants	
AKS	\$ 75,819.00
NV5	\$ 26,290.00
AIMS	\$ 41,960.00
NOTE: Fee includes 10% markup	
TOTAL BUDGET	\$ 493,092.82

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.