

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the 2023 Street Maintenance Project (“Project”) is made and entered into on this ____ day of February 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Century West Engineering Corporation**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

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

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than September 30, 2023, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

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

in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED THIRTEEN DOLLARS AND FIFTY CENTS (\$199,313.50), 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 is 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 17**.

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. City's Rights and Responsibilities

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 15**.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

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

Section 8. Project Information

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

Section 9. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or Scope of 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 10. Subcontractors and Assignments

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. 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 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.

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 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 17** 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 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.

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

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

Section 13. Indemnity

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

13.2. Standard of Care. In the performance of the Services, Consultant agrees to use 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 14. Insurance

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

14.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this

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

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

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

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

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

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant’s liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant’s Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via

ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

Section 15. Early Termination; Default

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

15.1.1. By mutual written consent of the parties;

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

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

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

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

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

15.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 19**, for which Consultant has received payment or the City has made payment.

Section 16. Suspension of Services

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

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 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 18. Access to Records

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

Section 19. Property of the City

19.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 20. Notices

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

To City: City of Wilsonville
Attn: Andrew Barrett, Capital Projects Engineer Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Century West
Attn: Joseph Jenkins
5500 Meadows Road, Suite 250
Lake Oswego, OR 97035

Section 21. Miscellaneous Provisions

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions,

representations, or agreements. In case of conflict among these 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be

entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

CONSULTANT:

CITY:

Century West Engineering Corporation

City of Wilsonville

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Wilsonville (City) requested the assistance of Century West Engineering (Century West/CWE) to provide project management; survey; pavement testing and recommendations; plans, estimates, and specifications (PS&E); bidding assistance; and construction services for pavement rehabilitation of the following roadway segments as a part of the City’s 2023 Street Maintenance (please see attached project map):

- Wilsonville Road, Kinsman Road to Boones Ferry Road (excluding areas in railroad right-of-way (ROW))
- Wilsonville Road, Boeckman Creek Bridge to Concrete Section (east of Rose Lane)
- Boeckman Road, Boberg Road to Parkway Avenue (excluding areas in ODOT ROW at the I-5 overpass)
- Parkway Avenue, Burns Way to Printer Parkway

The subject roadways are urban in nature and are a mix of curbed and uncurbed, sidewalks and no sidewalks, in both residential and commercial areas. The road segments present a variety of pavement rehabilitation needs from light to moderate cracking exhibited in many areas, to large-scale alligator cracking evident of base failure.

The pavement conditions will be evaluated by the CWE team and recommendations will be provided to the City. Pavement striping will be replaced along all corridors within the project limits. Traffic signal loop detection will be replaced on streets that require grind and inlay or full depth reconstruction treatments.

The scope of work excludes the evaluation of existing pedestrian facilities (ramps and pedestrian signal push buttons), which are planned to be upgraded in 2023 in advance of this project.

TASK 1: PROJECT MANAGEMENT

This task includes the overall planning, monitoring, and control of project efforts to meet the technical work efforts, quality control, project deliverables, cost, schedule, and communication objectives. Century West assumes that the project duration for the Management/Administration duties will be no longer than nine (9) calendar months. The work will be accomplished under the following subtasks:

1.1 Administration

- a. Maintain project records, budgets, and communications for the duration of the project.
- b. Brief bi-weekly email reports on project status.
- c. Manage all sub-consultants.
- d. Process and submit monthly billing with a summary of project status by task.
- e. Create, monitor, and maintain project schedule.

1.2 Meetings

- a. **Kickoff Meeting:** Century West will organize and attend a project kickoff meeting to accomplish the items below. Attendees will include CWE PM, CWE Principal-in-Charge, Geotechnical PM, and City PM. Meeting is assumed to be up to two (2) hours in duration.
 - i. Establish clear lines of communication and procedures to be followed.

- ii. Confirm understanding of project scope, schedule, level of plan detail, etc.
- iii. CWE will provide meeting notes and action items following the meeting.
- b. Milestone Review Meetings: Century West will coordinate with City of Wilsonville for post-milestone review meetings to discuss any redline comments or general project feedback. CWE has budgeted to attend up to three (3), two (2) hour meetings to discuss the project. CWE attendees will include CWE PM and CWE Principal-in-Charge.
- c. Biweekly Meetings: CWE PM will organize and conduct project meetings twice a month with City PM. Geotechnical PM will attend up to two (2) of these meetings. Meetings are assumed to be up to thirty (30) minutes in duration.
- d. It is anticipated that virtual meetings and/or calls will be utilized for all meetings noted above.

TASK 2 – SURVEY

2.1 Topographic Survey

Unmanned Aerial Vehicle (UAV) mapping will be utilized on the roadway segments listed above. Data will be collected via UAV and photogrammetry, supported by ground survey control and Quality Assurance observations. At a minimum, surveying shall include the following:

- a. Establishing a horizontal and vertical survey control network
- b. Reference the network and all mapping to City of Wilsonville approved vertical datum, NAVD 88.
- c. Surveying and preparing a map showing the following:
 - i. Locations and rim elevations for all sanitary and storm structures within the project area. For water valves and meters, provide the location and box rim elevation.
 - ii. Locate utility poles and meters
 - iii. Locate underground utilities
 - 1. Within adjacent right-of-way per Utility Notification Center (one-call) markings. Request will be submitted ten (10) business days prior to fieldwork
 - iv. Locate edge of pavement and top face of curb
 - v. Locate striping and signage
 - vi. Locate sidewalk, curb ramps, and driveways
 - vii. **Not Included** - Fences, mailboxes, streetlights, and trees
- d. Provide orthorectified aerial imagery (aerial background)
- e. Prepare 2D drawing with rim elevations - survey information is to be given to the City in current AutoCAD (DWG) format.
- f. NOT included in this scope of work (these can be added if required)
 - i. Underground utilities outside of ROW
 - ii. Wetland mapping
 - iii. Boundary surveying
 - iv. Easement mapping
 - v. Trees: Mapping individual trees
- g. DATUM:
 - i. Horizontal: Oregon State Plane
 - ii. Vertical: NAVD88

2.2 Monument Preservation

- a. Locate all monuments that will be disturbed by Grind/Overlay, Grind/Inlay operations

- i. Assumption: ten (10) monuments will potentially be disturbed
- b. Referenced to the Oregon North State Plane Coordinates
- c. Establish control points in each of the above-mentioned area(s) with GPS and/or Conventional Surveying Techniques – minimum of three (3) control points
- d. Double occupy all monuments
- e. Report Grid Coordinate Values of each found monument
- f. Draft & File Survey Record(s):
 - i. Survey to be drafted to County standards and filed with Clackamas County
- g. S&F will reset found monuments at previously reported position (if monument disturbed)
 - i. Set 5/8" Iron Rods w/ yellow plastic caps where applicable.

TASK 3 – PAVEMENT INVESTIGATION & RECOMMENDATIONS

3.1 Field Investigation

3.2 Analysis, Recommendations, Project Management

Pavement rehabilitation design recommendations will be provided based on analysis and the City's pavement design standards and assuming the following scope of work:

- a. Complete a generalized distress survey of the road sections. Provide recommendations for pavement areas that may require repair prior to rehabilitation.
- b. Complete falling weight deflectometer (FWD) testing for each street segment in the outside wheel track of the main travel lanes
- c. Explore subsurface conditions in the proposed sections by completing pavement borings to depths of up to three (3) feet below ground surface (BGS). The following number of explorations for each road section are recommended:
 - i. Wilsonville Road at Kinsman – Eight (8) explorations
 - ii. Wilsonville Road at Boeckman Creek – Four (4) explorations
 - iii. Boeckman Road – Four (4) explorations
 - iv. Parkway Avenue – Eight (8) explorations
- d. Maintain a detailed log of the explorations. Obtain samples of the pavement, base, and subgrade materials encountered and perform laboratory testing including moisture content, Atterberg limits, and material passing a U.S. Standard No. 200 sieve.
- e. Patch pavement borings with polymer modified asphalt patch.
- f. Obtain 48-hour traffic classification counts through subcontractor at a total of five (5) locations (two (2) on Parkway Avenue).
- g. Estimate pavement thickness from a review of subsurface explorations.
- h. Analyze FWD and subsurface data to estimate existing pavement capacity.
- i. Calculate estimated pavement equivalent single axle loads (ESAL) based on the traffic classification count data.
- j. Provide traffic control and traffic control plans when required for testing. It is assumed permitting requirements and fees will be managed by City personnel.
- k. Provide recommendations for pavement preservation based on existing pavement condition, pavement capacity, and required pavement capacity based on ESAL results.
- l. Provide a DRAFT and FINAL Pavement Design Report summarizing our findings and recommendations.

TASK 4 – ENGINEERING & DESIGN (60%, 90%, 100%/FINAL & BID DOCUMENTS)

4.1 60% Design & Estimate

- a. **Field Reconnaissance:** Conduct field reconnaissance of roadway rehabilitation locations. The team will verify existing conditions and provide photo documentation of pavement conditions prior to design efforts.
- b. Provide designs and layouts for pavement improvements based on the DRAFT Pavement Design Report, Field Reconnaissance, and discussions with City staff.
 - i. Pavement reconstruction and grind/inlay limits.
 - ii. Pavement section details.
 - iii. Roadway and driveway grading are not included.
 - iv. Design/improvements will be shown in plan view only. It is assumed that no profiles will be developed/provided.
 - v. It is assumed no walls will be impacted by the design/no wall design will be needed.
- c. Provide designs and layouts for proposed striping improvements/replacements/modifications.
- d. Prepare construction drawings at each milestone using AutoCAD Civil 3D 2022 software, including the following estimated sheets (22x34):
 - i. Cover (1 sheet)
 - ii. Sheet Index (Plan Sheet Key Map) and Survey Layout (2 sheet)
 - iii. General Notes & Legend (1 sheet)
 - iv. Erosion & Sediment Control Notes (1 sheet)
 - v. Typical Sections (2 sheets)
 - vi. Roadway Plans 1:20 Scale (20 sheets)
 - vii. Signing and Striping Plans 1:20 Scale (20 sheets)
 - viii. Wilsonville Road/Boones Ferry Road Traffic Control Plans (4 sheets)
 - ix. Details (10 sheets)
- e. Prepare engineer’s estimate of the project construction cost.
- f. Assumptions:
 - i. Traffic Control Plans will only encompass the intersection of SW Wilsonville Road and SW Boones Ferry Road. No other traffic control plans will be produced. Other Traffic Control Requirements will be managed in the specifications.
 - ii. No additional exhibits and materials are necessary to support the City with notification/coordination of adjacent homeowners and businesses.
 - iii. No coordination with other agencies nor other project stakeholders will be necessary.
 - iv. Any permitting will be managed by the City of Wilsonville.
 - v. Traffic engineering to include replacement of loops only. Clackamas County will review any impacted loops and provide feedback.

4.2 90% PS&E

- a. Incorporate any comments received during the 60% milestone review meeting.
- b. Prepare draft specifications and project special provisions based on ODOT 2021 Standard Specifications and the latest City Public Works Standards. City to provide standard Special Provisions for inclusion in the project special provisions. The project special provision shall clearly document deletions from, additions to, and modifications to the ODOT standard specifications. City to

provide/complete “front end” specifications.

- c. Prepare bid schedule and bid item descriptions.
- d. Prepare and provide 90% plans, estimate, bid schedule and descriptions, and project special provisions for City review.

4.3 100%/Final PS&E and Bid Documents

- a. Incorporate any comments received during the 90% milestone review meeting.
- b. Prepare and provide final plans, estimate, bid schedule and descriptions, and project special provisions.

TASK 5 – BID PERIOD SUPPORT AND CONSTRUCTION SERVICES

Provide pre-construction services, construction administration, resident observation, and post-construction services. CWE will provide a Construction Manager (CM) and Resident Observer (RO) for the duration of the project. It is assumed that project construction period will occur over a 10-week active duration.

5.1 Bid Period Support

- a. Respond to contractor’s requests for information during the bid period.
- b. Prepare any necessary addenda.
- c. Attend bid opening and tabulate bids.
- d. Make recommendation for award.
- e. Coordination with advertisement agency, paying of necessary advertisement fees, etc., shall be the responsibility of City of Wilsonville.
- f. Printing of documents and distribution to prospective Contractors shall be the responsibility of City of Wilsonville.
- g. Preparation of notice of advertisement shall be the responsibility of City of Wilsonville.

5.2 Construction Support & Inspection

- a. **Pre-construction Conference:** City of Wilsonville will arrange, organize, prepare for, and conduct a preconstruction conference. City will prepare an agenda and arrange for attendance by City staff, the construction contractor, affected utility staff, and other parties with interest in the project construction. CWE’s CM will attend meeting in person. Meeting minutes will be prepared and distributed by City.
 - i. Obtain and review the project construction schedules from the construction contractor prior to the pre-construction conference.
 - ii. The City will provide “As-Bid” documents to the construction contractor in electronic PDF version.
- b. **Construction Progress Meetings:** Construction progress meetings with construction contractor, CWE’s CM, RO, and City staff will be important to facilitate communication during the project. Weekly construction meetings will be held throughout the active construction phase. CWE’s CM and RO will attend and facilitate all weekly meetings over the anticipated 10-week active construction period. Tasks to be accomplished include: assist with resolving project difficulties, review the progress of the work, and confirm that the work is proceeding in accordance with the contract documents.
- c. **Agency and Utility Consultations:** To be provided by City staff.
- d. **Geotechnical Inspection:** Not Included

- e. **Respond to RFIs:** CWE CM or RO to provide responses in a timely manner to Requests for Information (RFIs). It is expected that up to two (2) RFIs will be issued on the project.
- f. **Proposal Requests & Change Orders:** Manage and provide responses in a timely manner to Proposal Requests (PR's) and prepare necessary Change Orders (CO's) which shall include a cost estimate, cost/price analysis, description of work and schedule impacts. It is anticipated that up to one (1) PR and one (1) CO will be processed during the project.
- g. **Submittal Review:** CWE CM to provide responses in a timely manner to submittals. CM to prepare a tracking spreadsheet of all required submittals and provide to the construction contractor at the pre-construction meeting. It is anticipated that twelve (12) submittals will be reviewed, which will include material/product submittals (schedule, ESC, concrete mix for MH/valve adjustments, asphalt mix, and striping, loops) and Traffic Control Plans (TCPs). Temporary Pedestrian Accessible Route Plan (TPARP) are not anticipated.
- h. **Clarifications and Interpretations:** CWE CM to provide clarification and interpretation of the contract documents to the construction contractor, City staff, and RO.
- i. **Pay Request Review** - CM and RO shall review the contractor's applications for payment and make recommendations for payment to the City. It is assumed that up to two (2) pay requests including the final payment request will be received and reviewed. Pay requests shall be prepared on City's standard forms.
- j. **Construction Inspection** - CWE's RO will provide part-time as-needed on-site construction inspection through the construction period. This is assumed to be 20 hours/week over the 10-week active construction period. The RO will perform the following:
 - i. Prepare daily construction inspection reports and submit to the City with project closeout documents, unless requested at an earlier date. Supplement the inspection reports with electronic photos taken as frequently in time and location along the project route as needed to document key features construction progress, techniques, equipment used and information that supports markings on record drawings. These reports will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided to the construction contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes. CWE standard daily inspection reporting forms will be used.
 - ii. Attend weekly progress meetings
 - iii. Observe quality control activities
 - iv. Assist with quantity verification
 - v. Review daily acceptance testing
 - vi. Report non-compliance issues to the CM and City
 - vii. Observe and check surveying conducted by the construction contractor
 - viii. Monitor compliance with the Traffic Control Plan (TCP)
- k. **Final Review and Inspection:** Prepare for and conduct a preliminary review and inspection of the project. Prepare a "punch list" of work items remaining to achieve final completion of the project and prepare for City acceptance. The City, CWE CM, and the RO will conduct a final inspection walk-through to confirm items have been completed. Advise the City and the contractor of the dates for any warranty periods as established in the contract documents.
- l. **Claims Support:** Notify the City of any potential or actual claims or protests by the construction contractor. Coordinate with City staff and legal counsel as necessary regarding these matters. Provide additional services as requested to evaluate an unreasonable claim or an excessive number of claims submitted by the contractor or others in connection with the project or to assist the City in any legal

matters associated with the above.

- m. **Certifications:** Provide certifications that all work was performed in accordance with the approved plans and specifications as modified during construction. Obtain from the contractor all required final certifications and other documentation as required in the contract documents.

5.3 Record (As-built) Drawings

- a. Prepare and submit to the City redlined record drawings upon completion of construction based upon the construction records of the contractor and RO.

ADDITIONAL SERVICES (CONTINGENCY)

CWE will perform additional services as requested and approved by the City.

2.3 3D Topographic Survey

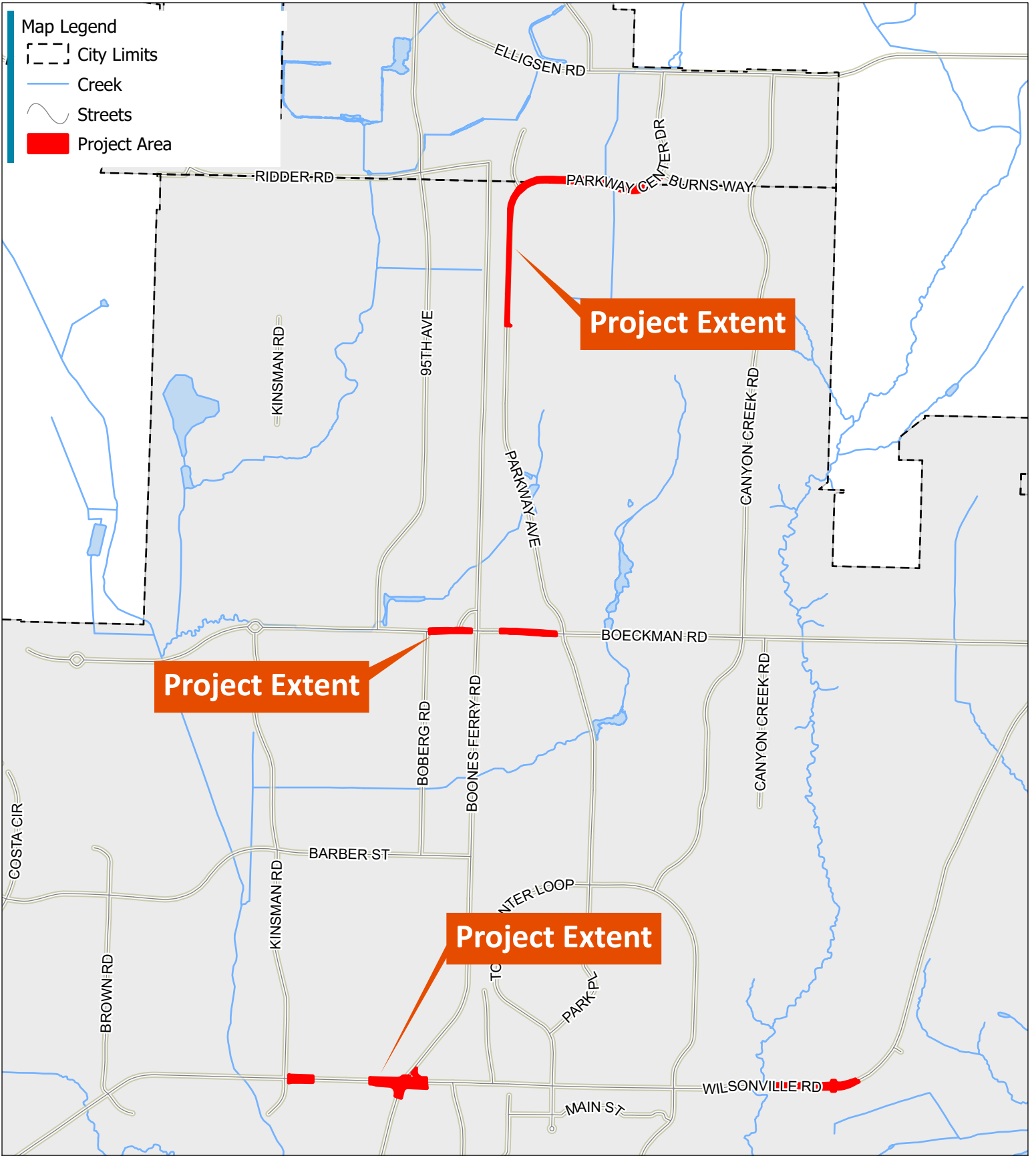
Provide 3D topographic survey of streets that will require a full depth reclamation.

3.3 Ground Penetrating Radar (GPR) Testing

- a. Complete ground penetrating radar (GPR) testing for each street segment in the outside wheel track of the main travel lanes.
- b. Evaluate pavement thickness and distress based GPR and pavement core data.
- c. Incorporate GPR results into analysis of FWD, subsurface data, and existing pavement capacity.
- d. Provide a summary of the GPR data results within the report.

4.4 Permit Support

CWE will provide permitting support/coordination to the City for permitting necessary for work adjacent to railroad ROW and/or work taking place in ODOT ROW. It is assumed no roadway work will take place within railroad ROW and that no roadway profiles will need to be produced as a part of said permitting.



Map Legend

- City Limits
- Creek
- Streets
- Project Area

Project Extent

Project Extent

Project Extent

2023 Street Maintenance Projects

Project Location Map

EXHIBIT A

Disclaimer

This project is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



EXHIBIT B

City of Wilsonville 2023 Street Maintenance Engineering Fee		Century West Engineering (CWE)					Central Geotechnical Services						S&F Land Services	
Task Code	Task Description	Principal-in- Charge	Project Manager/CM	Project Engineer	EIT2/RO	Project Coordinator	Principal Engineer	Associate Engineer II	Engineering Geologist II	Geologic Staff II	Geologic Staff I	Administrative Assistant	Subconsultant Fees	
	January 10, 2023	\$240.00	\$177.00	\$140.00	\$118.00	\$107.00	\$235.00	\$175.00	\$195.00	\$130.00	\$105.00	\$85.00		
Budgeted Cost														
1	PROJECT MANAGEMENT													
1.1	Administration	1	18			9								\$ 4,389.00
1.2	Meetings	8	17				3							\$ 5,634.00
		9	35	0	0	9	3	0	0	0	0	0		Task 1 Subtotal \$ 10,023.00
2	SURVEY													
2.1	Topographic Survey												\$ 16,470.00	\$ 16,470.00
2.2	Monument Preservation												\$ 8,450.00	\$ 8,450.00
		0	0	0	0	0	0	0	0	0	0	0		Task 2 Subtotal \$ 24,920.00
3	PAVEMENT INVESTIGATION & RECOMMENDATIONS													
3.1	Field Investigation						8		2	54	2			\$ 9,500.00
3.2	Analysis, Recommendations, Project Management						34		6	25	3	4		\$ 13,065.00
		0	0	0	0	0	42	0	8	79	5	4		Task 3 Subtotal \$ 22,565.00
4	ENGINEERING & DESIGN (60%, 90%, 100%/FINAL & BID DOCUMENTS)													
4.1	60% Design & Estimate	6	32	16	96									\$ 20,672.00
4.2	90% PS&E	6	24	12	72									\$ 15,864.00
4.3	100%/Final PS&E and Bid Documents	4	12	8	40									\$ 8,924.00
		16	68	36	208	0	0	0	0	0	0	0		Task 4 Subtotal \$ 45,460.00
5	BID PERIOD SUPPORT & CONSTRUCTION SERVICES													
5.1	Bid Period Support	2	8		16									\$ 3,784.00
5.2	Construction Support & Inspection	20	40		240									\$ 40,200.00
5.3	Record (As-built) Drawings		6		32									\$ 4,838.00
		22	54	0	288	0	0	0	0	0	0	0		Task 5 Subtotal \$ 48,822.00
	Expenses													
	Vehicle Mileage	\$ 625.00 (Up to 1000 miles @ \$0.625/mile)					\$ 75.00 (Up to 120 miles @ \$0.625/mile)					\$ -	\$ 700.00	
	Global Positioning Unit						\$450.00	3 days @ \$150/day				\$ 450.00		
	Falling Weight Deflectometer						\$2,150.00	1 day of equipment use				\$ 2,150.00		
	Sub: Traffic Counts						\$2,500.00	5 counts, 48 hour, at \$500 each				\$ 2,500.00		
	Sub: Drilling						\$6,000.00	3 days @ \$2000/day				\$ 6,000.00		
	Sub: Locates						\$800.00	1 day				\$ 800.00		
	Sub: Traffic Control						\$6,000.00	4 days @ \$1500/day				\$ 6,000.00		
	Laboratory						\$2,200.00	24 moisture @\$40/ea, 4 atterberg @ \$200 each, 4 P200 @ \$110/each				\$ 2,200.00		
	Misc.						\$ -					\$ 1,350.00	(Record of Survey Filing Fees (3 Surveys) \$ 1,350.00)	
	Expenses Subtotal	\$ 625.00					\$20,175.00					\$ 1,350.00	Expenses Subtotal \$ 22,150.00	
	Hour Subtotals:	47	157	36	496	9	45	0	8	79	5	4	0	
	Labor Cost Subtotals	\$11,280.00	\$27,789.00	\$5,040.00	\$58,528.00	\$963.00	\$10,575.00	\$0.00	\$1,560.00	\$10,270.00	\$525.00	\$340.00	\$24,920.00	Labor Subtotal \$151,790.00
	Company Subtotal, Incl. Expenses	\$104,225.00					\$43,445.00						\$26,270.00	Total Cost \$173,940.00
	ADDITIONAL SERVICES (CONTINGENCY)													
2.3	3D Topographic Survey												\$ 9,950.00	\$ 9,950.00
3.3	Ground Penetrating Radar (GPR) Testing						18		18					\$ 6,570.00
4.4	Permit Support		20		32									\$ 7,316.00
		0	20	0	32	0	18	0	18	0	0	0		Additional Services Subtotal \$ 23,836.00
	Contingency Expenses													
	Vehicle Mileage	\$0.00					\$37.50						\$ -	\$ 37.50
	Ground Penetrating Radar	\$0.00					\$1,500.00						\$ -	\$ 1,500.00
	Misc.	\$0.00					\$0.00						\$ -	\$ -
	Contingency Expenses Subtotal	\$0.00					\$1,537.50						\$ -	Expenses Subtotal \$ 1,537.50
	Contingency Hour Subtotals	0	20	0	32	0	18	0	18	0	0	0	0	
	Contingency Labor Cost Subtotals	\$0.00	\$3,540.00	\$0.00	\$3,776.00	\$0.00	\$4,230.00	\$0.00	\$0.00	\$2,340.00	\$0.00	\$0.00	\$9,950.00	Labor Subtotal \$23,836.00
	Company Subtotal, Incl. Expenses (Contingency Only)	\$7,316.00					\$8,107.50						\$9,950.00	Total Cost (Contingency Only) \$25,373.50

Notes:

1. Standard Not To Exceed Rates are shown. Rates on Consultant Invoices shall be the individual employee's actual rate plus the profit and overhead cost.

Total Cost (Non-Contingency + Contingency Labor & Expenses) \$199,313.50