

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Charbonneau Lift Station Rehabilitation Project (“Project”) is made and entered into on this ____ day of _____ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Murraysmith, Inc.** an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the design and construction 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 November 15, 2021 until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 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 SIXTY-THREE THOUSAND ONE HUNDRED NINETY SEVEN DOLLARS (\$163,197), 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 unit pricing 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 2020-21. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 15**.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

Consultant's Project Manager is Eddie Kriepe. 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.

12.4. 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 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. 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.

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: Mike Nacrelli
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Murraysmith Inc.
Attn: Eddie Kriepe
888 SW 5th Avenue, Suite 1170
Portland, OR 97204

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:

MURRAYSMITH, INC.

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

k:\dir\charbonneau\lift station rehab\psa charbonneau lift station rehab~bid (ra;cc).docx

EXHIBIT A

SCOPE OF WORK CHARBONNEAU LIFT STATION UPGRADE CITY OF WILSONVILLE

Project Overview and Understanding

The Charbonneau Lift Station was originally built in 1972 and consisted of duplex pumps in a buried steel shell dry pit and a concrete wet well. In 1996, the lift station was replaced with two (2) self-priming pumps housed in a new CMU building that sits over the wet well. The lift station equipment is now at the end of its useful life and the station has been subject to control system failure that recently caused sewage to overflow.

The lift station is located in the Charbonneau District on the south side of the Willamette River, adjacent to Interstate 5. The site is constrained with existing underground utilities, sloping topography, and adjacent trees that will all need to be considered in locating the wet well and other site upgrades.

The station pumps to the City's treatment plant on the north side of the river through a force main (FM) that includes a section mounted on the I-5 Boone Bridge over the river. The inside diameter of the force main varies between 9 and 12 inches due to multiple changes in pipe diameter and materials. The first section of FM is 12-inch asbestos cement pipe and transitions to 12-inch cast iron at the ODOT right-of-way. The cast iron FM then transitions to 12-inch steel on the bridge and transitions back to cast iron and is routed west toward the treatment plant. Lastly, the FM transitions to 10-inch HDPE for its last section to the discharge manhole.

The City reports force main clogging occurring periodically, leading to the need to bring in a larger capacity pump to help release the clog. The City's pump station operator, Jacobs, recently began dosing the wastewater with caustic solution to dissolve grease, which has reduced the need for the additional pumps. The existing force main was not designed with the ability to insert a pipeline cleaning "pig," which would assist with maintenance but would need to consider the varying diameters in the FM.

ODOT is planning upgrades or replacement of the Boone Bridge. The State of Oregon intends to initiate the project design next year and program the project for construction in 2026. This project could impact the existing force main, but also presents an opportunity to repair or replace the force main as part of the bridge project.

Upon completion of Preliminary Design, a scope and fee for Final Design and Construction Support Services will be negotiated at the City's discretion.

Scope of Services

The scope of services has been separated into three (3) different tasks listed below. A detailed scope of work for each task is described below.

Task 1 – Project Management

Task 2 – Project Kickoff, Data Gathering and Condition Evaluation

Task 3 – Preliminary Design Document Development

The Consultant will perform the following services.

Task 1 - Project Management

Objectives

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

Activities

1.1 Invoices/Status Reports

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

1.2 Coordination with the Owner

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

1.3 Staff and Subconsultant Management

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

1.4 Quality Assurance and Quality Control

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

1.5 Project Coordination Meetings

This scope includes two project coordination meetings with City staff, stakeholders and key team members to be used as requested by the City. These meetings will be in addition to project review meetings noted specifically within separate tasks below. Meeting agendas and summaries will be provided.

Task Deliverables

- Monthly invoicing and progress reports
- Meeting agendas and summaries (two (2) included in this task)

Assumptions

- Consultant assumes a Notice to Proceed date by December 1, 2021
- Project duration will be six (6) months; therefore, it is assumed that there will be up to six (6) progress payments/status reports

Task 2 –Project Kick-Off, Data Gathering, Geotechnical Investigation and Condition Evaluation

Objectives

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

Activities

2.1 Project Kick-Off Meeting

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

2.2 Data Gathering and Review

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

2.3 Existing Utility Review

Request utility mapping and locates within the project area. Contact City and other appropriate utilities to confirm the presence or absence of active and/or abandoned facilities on the station

site, and in the immediate project vicinity. Request utilities to be located through the Utility Notification Center (One Call) and obtain utility mapping from each utility with potentially impacted facilities.

2.4 Tree Assessment Survey Coordination

Coordinate with the City's arborist to conduct tree assessment survey prior to doing topographic survey so that all tree tags are included in the survey. Review City's arborist tree assessment report and incorporate findings into site plan development considerations.

2.5 Geotechnical Subsurface Explorations

Consultant shall review available geologic maps, survey data from others, aerial photographs and existing geotechnical reports including the previous geotechnical reports done by Shannon & Wilson and borings by others (provided by the City). This includes the Preliminary Geotechnical Report for the I-5 Boone Bridge Widening project (2020) and the Wilsonville Wastewater Treatment Plant outfall technical memorandum provided by Shannon & Wilson (2019) and geotechnical borings provided by the City for the outfall design performed by Jacobs. Aerial photographs will also be reviewed for changes in the slopes along the pipeline alignment over time and changes in ground water conditions including observations of water level in the ponds surrounding the nearby development. After the literature review and review of aerial photographs, Consultant shall perform a geologic site reconnaissance of the proposed pump station and existing pipeline alignments to observe and map key features such as soil exposures, evidence of slope instability, and potential issues related to project constructability. During the reconnaissance, Consultant will mark proposed exploration locations. During the week prior to drilling, Consultant shall notify the Utility Notification Center to mark underground utilities. Consultant shall, in consultation and coordination with the City, prepare an Exploration Work Plan describing the field explorations to be performed. Consultant shall coordinate with the City regarding any field exploration restrictions.

Consultant shall perform geotechnical field explorations to determine the subsurface conditions for the express purpose of characterizing subsurface conditions along the proposed pump station and southern force main alignment. Consultant shall perform exploration work in accordance with all Federal, State, and Local regulations. Consultant shall perform the subsurface exploration work in conformance with the Exploration Work Plan.

The field exploration program will consist of two (2) mud rotary borings including one (1) standpipe piezometer and one (1) vibrating wire piezometer.

Mud Rotary Boring – One (1) boring will be located at the proposed pump station area and one (1) boring will be located on the south side of the I-5 bridge and adjacent to the existing force main pipeline that connects to the pump station. All borings will be drilled up to 80 feet below the existing ground surface to evaluate potential foundation options and shoring and dewatering requirements during construction. The borings will be drilled using a truck-mounted or track-mounted drill rig. Traffic control is not anticipated at the pump station, but may be required for

the pipeline boring. Consultant shall provide an engineer or geologist to supervise the field operations and log the borings. Soil samples will be obtained at 2.5-foot to 5-foot intervals using either a standard penetration sampler or a Shelby tube sampler.

Piezometer Installation and Measurement – One (1) permanent, 2-inch diameter observation wells will be installed at the proposed pump station for ground water measurements at the pump station to identify groundwater issues that may impact the constructability of the pump station. The piezometer will be 40 feet below the existing ground surface, including 10-foot-long screening section. The top of the observation well will be finished at the ground surface with a locking, flush-mounted water meter vault cover. The 2-inch diameter observation well will allow for slug testing to be performed so that the hydraulic conductivity of the soil can be estimated and provided in the geotechnical report.

Consultant will also install a set of vibrating wire piezometers (VWPs) in boring B-2 along the pipeline alignment. The purpose of the VWPs in boring B-2 is to establish the groundwater levels closer to the river. Two (2) VWPs will be installed in boring B-2. The first VWP will be installed at the contact of the Missoula Flood deposits and the impermeable Troutdale formation approximately 70 feet below ground surface to measure if ground water is ponding on the Troutdale Formation and to establish a ground water level for slope stability analysis. A second VWP will be installed at an elevation 5 to 10 feet below the approximate elevation of the nearby pond in the Charbonneau development to the east (estimated to be 20 feet below ground surface) to determine if ground water leakage from the pond could be creating a localized zone of perched water and to determine how ground water fluctuates throughout the year. Data loggers will be installed with the VWPs to record groundwater levels for up to 6 months.

Consultant will perform laboratory tests on disturbed and undisturbed soil samples obtained from the explorations to characterize the subsurface soils and to develop engineering soil parameters for foundation design, seismic hazard characterization, excavation and shoring, and earthwork; to assist with determining engineering geologic unit boundaries; and to check field soil classification. The laboratory testing program will include moisture/density, Atterberg Limits, and Gradation.

Consultant will summarize the results of laboratory testing in the Geotechnical Data Report. All materials testing will be performed in accordance with standard ASTM.

Data collected will be included in a project Geotechnical Data Report to document the results of the field explorations, subsurface characterization on final boring logs, groundwater levels, and laboratory testing. The intent of this data report is that it can be referenced in future construction contract documents for bidder information.

Consultant will provide the following evaluations and analysis to be included in a geotechnical engineering report.

- Provide a summary of geotechnical conditions encountered and geotechnical issues identified during previous work along the pipeline alignment based on previous Shannon & Wilson work at the I-5 Boones Bridge and Wilsonville Waste-Water Treatment Plant Outfall.

- Evaluate building foundation alternatives for the pump station.
- Provide geotechnical design parameters and analyses supporting the design of the proposed pump station and associated vaults, including bearing capacity and lateral earth pressures for proposed structures.
- Evaluate potential for geologic and seismic hazards at the pump station including the following.
 - Evaluate potential for liquefaction at proposed pump station based on borings B-1.
 - Evaluate potential liquefaction-induced settlement at borings B-1.
- Evaluate potential for slope failures for static, seismic, and post-seismic (liquefied) conditions using a pseudo static equilibrium analysis at the pump station and the pipeline approaching I-5 Boones Bridge based on boring B-1 and B-2.
- Evaluate ground movement using Newmark type analyses in areas where potential for seismic slope instability is identified.
- Evaluate potential for other potential seismic hazards and their effects, such as fault rupture, liquefaction-induced lateral spreading, loss of bearing resistance, increased lateral earth pressures, and fine-grained soil (plastic silts and clays) softening.
- Develop a code based site-specific design spectrum for a short period structure.
- Evaluate pipeline subgrade preparation, pipe bedding, and backfill materials.
- Provide construction recommendations for general excavation, trenching, and shoring.
- Evaluate potential for water within the excavations and types of water control methods.
- Prepare a draft and final geotechnical engineering report.

2.6 Boundary Resolution and Topographic Survey

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

- The boundary survey work will involve research and review of existing Clackamas County survey records, field location of all pertinent property corners/controlling monuments and calculations of boundary lines.
- The topographic survey will include field survey of all existing above ground features (i.e., edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.) as well as elevations with one-foot contour intervals.
- The survey limits will include the lift station site, adjacent water booster pump station site, access road in each direction up to 100 feet from the pump station site, The area

approximately 50 feet west of the site, and the area north of the lift station site up to 100 feet north of the existing fence.

- Locate visible utility surface features and underground utility locate paint marks using the Oregon One-Call Utility Location services. Private locates will also be called if the public on-call service does not cover the area surrounding the site.
- Locate invert elevations (IEs) on existing lift station wet-well, inlet pipes, sewer manholes, discharge manhole, and catch basins.
- Locate vegetation improvements and features including, but not limited to, shrubs, bushes, hedges, and trees 6-inch or greater in diameter and those trees tagged by the City's arborist.
- Reference control and mapping to the horizontal datum of the Oregon Coordinate System of 1983, North Zone.

2.7 Condition Evaluation of Lift Station

Consultant will perform a condition evaluation of the existing control building to determine what upgrades are required to remove the existing lift station pump equipment and convert the building into a building for electrical equipment only. NFPA 820 standards will be reviewed to determine what upgrades are required to meet code requirements for classified spaces.

Consultant will evaluate existing electrical and control equipment condition to determine what equipment is recommended for replacement and what equipment could potentially be reused. Existing telemetry system is assumed to need full replacement and not be reused.

Consultant will perform a structural evaluation of the building that includes a ASCE Tie 1 structural screening and report for the structure. The Tier 1 screening will consist of a visual investigation of safely accessible areas of the building and completion of the Tier 1 screening checklists. The Tier 1 screening evaluation provides a high-level review of the primary structural and non-structural elements of the building to identify potential seismic deficiencies and areas warranting further investigation.

2.8 Condition Evaluation of Force Main

Conduct non-destructive FM condition assessment to include the following.

- Visual inspection of the pipeline suspended on the bridge, where it is accessible.
- Confirm air valve condition by visual inspection and confirm operation of valve.
- Collect ultrasonic thickness readings to determine remaining pipe wall thickness at inspection location.

- Perform head and flow testing to estimate internal roughness of force main system.
- Inspect three-way plug valve that was installed in the early 2000s at the connection to the HDPE section of FM to determine if there is corrosion and if it is a potential failure point.

A summary of the condition evaluation performed, and recommendations for additional evaluations or pipe replacement will be included in the preliminary design report, as applicable. If the condition evaluation determines that there are significant concerns about the condition of the force main pipe located on the bridge and more intrusive destructive-type evaluations are recommended, that additional work will be negotiated with the City under a separate scope of work.

Task Deliverables

- Kickoff meeting minutes
- Topographic survey map and CAD file
- Condition evaluation forms
- Draft and final Geotechnical Data Report and Engineering Report

Assumptions

- Kick-off meeting to be held remotely using a virtual meeting format acceptable to the City.
- City to provide applicable pump station documents and information to Consultant within three (3) days of Consultants information request.
- Lift station condition evaluations will be completed by up to five (5) members of the Consultant team. City will provide calibrated pressure gauges at the pump station to conduct flow and head testing.
- Force main condition evaluations will be completed by up to three (3) members of the Consultant team. City will locate and expose plug valve.
- Structural evaluation will be limited to visual observation and review of as-built documentation. No destructive investigation will be performed. If additional investigations or mitigation of seismic deficiencies are required they will be negotiated with the City under a separate scope of work.
- Geotechnical subsurface explorations assumptions:
 - All necessary right-of-entry permits will be provided by the City.
 - The subsurface material is not contaminated, and no testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products.

- No permits will be required, including permits for working in or near wetlands.
- Drilling will be accomplished on weekdays, during daylight hours, and with no time restrictions
- No rock coring will be required.
- Investigation-derived waste from the borings, such as drill mud and cuttings, will be drummed, removed from the site, and disposed of at an appropriate facility capable of accepting clean fill.
- Detailed dewatering calculations and estimated flow rates are not part of the proposal.
- A new detailed slope stability analysis of the north slope will not be performed. The summary geotechnical conditions on the north slope will be based on previous work performed for the outfall and for the bridge abutment.
- A site-specific response spectra for liquefiable soils using DEEPSOIL or FLAC software is not included.
- If a seismic slope hazard at the pump station is identified, we will provide conceptual ground improvement mitigation recommendations. This scope does not include final design of ground improvement for seismic hazard mitigation.
- If a seismic slope hazard at the pump station is identified, we will provide conceptual ground improvement mitigation recommendations. Scope does not include final design of ground improvement for seismic hazard mitigation.
- Evaluation of trenchless pipeline river crossings is not included in our report.

Task 3 – Preliminary Design Document Development

Objectives:

In this task the Consultant will develop and document design criteria and concepts in a Preliminary Design Memorandum and 30% plans that will establish the basis for detailed design work. This information will be used as for developing a scope of work for final design services.

Activities:

3.1 Hydraulic Calculations, Pump Selection and Operational Strategy Development

This task will develop hydraulic calculations and pump selection for the existing force main system to include the design flow to meet DEQ requirements for velocity. Hydraulic calculations and pump selections will also be developed for alternative force main scenarios such as a smaller replacement or parallel force main that allows for pump station flows to match incoming design

flows that are much less than the design flow needed for the currently oversized force main. These evaluations will be used to help the City determine how to best phase both pump station and force main upgrades in order to meet DEQ requirements now and in the future, and maximize the useful life of existing assets, while also replacing aging assets that may be at or near their design life. This task will include the following.

- Review design flow rates for existing and buildout conditions from the City’s Wastewater Collection System Master Plan and utilize these flow rates for hydraulic calculations and pump selections
- Develop force main options and pipe sizing for existing and buildout flows.
- Develop Total Dynamic Head System Curves for the existing force main and up to two (2) proposed alternative force main configurations
- Recommendations on pump configuration and sizing to meet projected flows and force main alternatives
- Preliminary sizing and layout for discharge piping, flow meter, wet-well, and valve vault structures

3.2 Electrical and Building Mechanical Sizing

Complete preliminary sizing for electrical and building mechanical items as follows.

- Perform heat gain and loss HVAC load calculations for building mechanical sizing.
- Prepare load calculation for generator sizing.
- Provide preliminary cabinet sizing to support building layout.
- Conduct initial electrical service coordination with PGE.
 - Electrical service sizing will initially consider the largest motor loads related to pump sizing alternatives and additional alternatives will be discussed with PGE.

3.3 Site Plan Development

Develop preliminary site plan layout options for structures, access to wet well and manholes, parking, and landscaping. The layout will consider vehicle access and maneuvering, site aesthetics and visibility, tree impacts, and impacts to the existing road and parking area.

3.4 Planning Level Project Cost Estimate

Consultant will develop a planning level project cost estimate that assumes the following elements:

- Pump Station Upgrades:
 - New wet well with new duplex submersible pumps
 - Valve vault and associated valves/piping
 - Meter Vault and flow meter
 - On-site sewer system modifications and gravity sewer piping
 - Bypass connection and onsite force main piping
 - Paved site access area
 - New fencing, tree removal and site grading upgrades
 - Demolition of existing pump station components
 - Replacement of all electrical equipment inside the control building
 - HVAC system upgrades or replacement
- Force Main Replacement (to be included in cost estimate as requested by City)
 - Replace existing force main with appropriately sized force main from pump station to existing 10" HDPE force main. Force main assumed to be ductile iron unless alternative material is requested by City.
 - Open cut installation except for pipe on bridge
 - Pipe on bridge replacement
 - 3 air release valve vault assemblies

This planning level cost estimate will be a class 4 cost estimate with an expected range of accuracy of -30% to +50%.

3.5 Preliminary Design Criteria Workshop

Consultant will develop a Microsoft Powerpoint presentation to review with City staff and stakeholders the work completed in Task 2 and Tasks 3.1 through 3.3. This workshop will be used to make decisions on pump and force main sizing alternatives and operational strategies, electrical and mechanical sizing options, and site plan layout options.

3.6 Preliminary Design Deliverable and Workshop

Prepare a preliminary design memorandum that documents the work completed in Tasks 2 and 3 and using the preferred alternatives from the design criteria workshop. The preliminary design deliverable will also include 30% plans, 30% specification outline and a 30% design level construction cost estimate.

Consultant team will prepare an agenda and facilitate a two-hour review workshop with City staff and key stakeholders. Consultant will provide meeting notes to the City within five (5) days following the design workshop.

Task Deliverables

- Powerpoint presentation for design criteria workshop
- Planning level project cost estimate

- Preliminary design memorandum, 30% plans, 30% technical specification outline, and 30% engineers cost estimate in pdf
- Preliminary design review workshop agendas and meeting notes

Assumptions

- Plans will be prepared on full-sized sheets and printed to half-size sheets for pdf electronic submittal (via email, FTP, or cloud-based file transfer).
- Hard copies of submittals will not be required for City.
- City will provide written submittal review comments.
- Preliminary design criteria workshop and preliminary design deliverable workshops will be held remotely using a virtual meeting format acceptable to the City. It is assumed that up to four (4) members of the Consultant team will participate in the workshops and they will be up to two (2) hours each.
- 30% design Plan Sheets anticipated to be included are:
 - Civil
 - Site Plan
 - Utility Plan
 - Grading Plan
 - Mechanical
 - Building layout plan
 - Mechanical Plan
 - HVAC Plan
 - Electrical
 - One Line Diagram
 - Electrical Site Plan

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's hourly 2021 and 2022 Billing rates. 2021 and 2022 Billing rates, direct expenses and outside service rates are as provided in the attached Exhibit B.

Project Schedule

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

Consultant Notice to Proceed.....December 2021
Preliminary Design Complete..... April 2021

EXHIBIT B

Charbonneau Lift Station Upgrade - Preliminary Design

PROPOSED FEE ESTIMATE

Staff Name	Principal Engineer IV \$266 Carr	Professional Engineer VII \$203 Kreipe	Principal Engineer I \$236 Crafts	Professional Engineer VII \$203 Miles	Professional Engineer VII \$203 Luce	Engineering Designer I \$140 Shareih	Technician IV \$165 Estep	Technician III \$148 McFaddin	Administrative II \$107 Steinberg	Administrative III \$117 Haight	Hours	Labor	Subconsultants				Subconsultant Total with Markup	Expenses	CADD Units \$16/hr	Total	
													R&W Electrical	S&W Geotechnical	PBS Surveying	PSE Structural					
Task 1 - Project Management																					
Task 1.1 - Invoice/Status Reports	5	10									5	20	\$ 3,947								\$ 3,947
Task 1.2 - Coordinate with the Owner		8										8	\$ 1,626								\$ 1,626
Task 1.3 - Staff and Subconsultant Management		8										8	\$ 1,626								\$ 1,626
Task 1.4 - Quality Assurance and Quality Control	16											16	\$ 4,256								\$ 4,256
Task 1.5 - Project Coordination Meetings		6	3	3								12	\$ 2,538								\$ 2,538
Task 1 Subtotal	21	32	3	3	0	0	0	0	0	5	64	\$ 13,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,993
Project Kick-Off, Data Gathering, Geotechnical Investigation and Condition Evaluation																					
Task 2 - Project Kick-Off Meeting																					
Task 2.1 - Project Kick-Off Meeting		4	4	4								12	\$ 2,571								\$ 2,571
Task 2.2 - Data Gathering and Review		2			4	4						10	\$ 1,781								\$ 1,781
Task 2.3 - Existing Utility Review					4	4						8	\$ 1,375								\$ 1,375
Task 2.4 - Tree Assessment Survey Coordination		4										4	\$ 813								\$ 813
Task 2.5 - Geotechnical Subsurface Exploration		2		4	4							10	\$ 2,032	\$ 45,081							\$ 47,113
Task 2.6 - Boundary Resolution and Topographic Survey		2	2	2			1	6				11	\$ 1,865		\$ 5,900						\$ 7,765
Task 2.7 - Condition Evaluation of Lift Station	2	6		10								18	\$ 4,503	\$ 1,200							\$ 5,703
Task 2.8 - Condition Evaluation of Force Main	2		6		10							18	\$ 6,790	\$ 2,900							\$ 9,690
Task 2 Subtotal	4	16	10	22	24	48	1	6	0	0	131	\$ 29,820	\$ 1,200	\$ 45,081	\$ 5,900	\$ 2,900	\$ 60,589	\$ 168	\$ 126	\$ 84,703	
Task 3 - Preliminary Design Document Development																					
Hydraulic Calculations, Pump Selection and Operational Strategy																					
Task 3.1 - Development	2	4	4	12	8	24						54	\$ 9,725								\$ 9,725
Task 3.2 - Electrical and Building/Mechanical Sizing		2		6		12						20	\$ 3,311	\$ 1,000							\$ 4,311
Task 3.3 - Site Plan Development	2	4		16		32	4	24				82	\$ 13,400	\$ 1,000							\$ 14,400
Task 3.4 - Planning Level Project Cost Estimate		2		4	4	8						18	\$ 3,156								\$ 3,156
Task 3.5 - Preliminary Design Criteria Workshop		4	4	6	6	16						36	\$ 6,444	\$ 1,000							\$ 7,444
Task 3.6 - Preliminary Design Deliverable and Workshop	2	8	4	16	16	40	4	24	6			120	\$ 20,078	\$ 3,800							\$ 23,878
Task 3 Subtotal	6	24	12	60	34	132	8	48	6	0	330	\$ 56,013	\$ 6,800	\$ -	\$ -	\$ -	\$ 7,480	\$ -	\$ 1,008	\$ 64,501	
TOTAL - ALL TASKS	31	72	25	85	58	180	9	54	6	5	525	\$ 93,626	\$ 8,000	\$ 45,081	\$ 5,900	\$ 2,900	\$ 68,069	\$ 168	\$ 1,134	\$ 163,197	

EXHIBIT B

2021 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2021 through December 31, 2021. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2021 Rates</u>	<u>Billing Classifications</u>	<u>2021 Rates</u>
Principal Engineer VI	\$270	Cost Estimator III	\$250
Principal Engineer V	\$260	Cost Estimator II	\$200
Principal Engineer IV	\$250	Cost Estimator I	\$150
Principal Engineer III	\$239	Construction Manager VIII	\$227
Principal Engineer II	\$230	Construction Manager VII	\$219
Principal Engineer I	\$222	Construction Manager VI	\$203
Professional Engineer IX	\$212	Construction Manager V	\$188
Engineering Designer IX	\$204	Construction Manager IV	\$178
Professional Engineer VIII	\$202	Construction Manager III	\$162
Engineering Designer VIII	\$193	Construction Manager II	\$150
Professional Engineer VII	\$191	Construction Manager I	\$133
Engineering Designer VII	\$184	Inspector VII	\$188
Professional Engineer VI	\$182	Inspector VI	\$172
Engineering Designer VI	\$175	Inspector V	\$156
Professional Engineer V	\$171	Inspector IV	\$145
Engineering Designer V	\$164	Inspector III	\$129
Professional Engineer IV	\$161	Inspector II	\$117
Engineering Designer IV	\$161	Inspector I	\$100
Professional Engineer III	\$157	Technician IV	\$155
Engineering Designer III	\$157	Technician III	\$139
Engineering Designer II	\$143	Technician II	\$120
Engineering Designer I	\$132	Technician I	\$101
Principal III	\$295	Project Coordinator IV	\$150
Principal II	\$270	Project Coordinator III	\$140
Principal I	\$245	Project Coordinator II	\$125
Project Manager III	\$225	Project Coordinator I	\$110
Project Manager II	\$200	Administrative III	\$110
Project Manager I	\$175	Administrative II	\$101
		Administrative I	\$89

Project Expenses:

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

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

Outside Services:

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

EXHIBIT B

2022 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2022 through December 31, 2022. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2022 Rates</u>	<u>Billing Classifications</u>	<u>2022 Rates</u>
Principal Engineer VI	\$292	Cost Estimator III	\$263
Principal Engineer V	\$281	Cost Estimator II	\$210
Principal Engineer IV	\$270	Cost Estimator I	\$158
Principal Engineer III	\$258	Construction Manager VIII	\$238
Principal Engineer II	\$249	Construction Manager VII	\$230
Principal Engineer I	\$239	Construction Manager VI	\$214
Professional Engineer IX	\$229	Construction Manager V	\$197
Engineering Designer IX	\$220	Construction Manager IV	\$187
Professional Engineer VIII	\$218	Construction Manager III	\$170
Engineering Designer VIII	\$208	Construction Manager II	\$157
Professional Engineer VII	\$206	Construction Manager I	\$140
Engineering Designer VII	\$199	Inspector VII	\$197
Professional Engineer VI	\$196	Inspector VI	\$181
Engineering Designer VI	\$189	Inspector V	\$164
Professional Engineer V	\$185	Inspector IV	\$153
Engineering Designer V	\$177	Inspector III	\$136
Professional Engineer IV	\$174	Inspector II	\$122
Engineering Designer IV	\$174	Inspector I	\$105
Professional Engineer III	\$169	Technician IV	\$168
Engineering Designer III	\$169	Technician III	\$150
Engineering Designer II	\$155	Technician II	\$130
Engineering Designer I	\$143	Technician I	\$110
Principal III	\$295	Project Coordinator IV	\$158
Principal II	\$270	Project Coordinator III	\$147
Principal I	\$245	Project Coordinator II	\$131
Project Manager III	\$225	Project Coordinator I	\$116
Project Manager II	\$200	Administrative III	\$116
Project Manager I	\$175	Administrative II	\$107
		Administrative I	\$94

Project Expenses:

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

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

Outside Services:

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