

RESOLUTION NO. 1633

A RESOLUTION OF THE CITY OF WILSONVILLE CITY COUNCIL ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD EXEMPTING THE CITY FROM COMPETITIVE BIDDING REQUIREMENTS OF ORS. 279.005 AND THE WILSONVILLE CODE, AUTHORIZING THE CITY ENGINEER TO SIGN A MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE WASTE WATER TREATMENT PLANT HEADWORKS UPGRADE (PROJECT #520-49130 5000-234)

WHEREAS, the City of Wilsonville has been previously issued a Notice of Non-Compliance by the Oregon Department of Environmental Quality (DEQ) due to violations of permitted discharges into the Willamette River; and

WHEREAS, the City of Wilsonville, in cooperation with the DEQ, entered into an aggressive program to complete upgrades to it's Waste Water Treatment to prevent such violations; and

WHEREAS, the City of Wilsonville has completed the upgrading of its Waste Water Treatment Plant and is in full compliance with permitted discharges into the Willamette River; and

WHEREAS, the City of Wilsonville wishes to continue a program of upgrades to the Waste Water Treatment Plant for continued effective and efficient operation; and

WHEREAS, in June 1999 the Wilsonville City Council adopted a Capital Improvement Program for the City which contained funding allocations for the project commonly referred to as the Waste Water Treatment Plant Headworks Upgrade (Project No. 520-49130-5000-234)

WHEREAS, the City Engineer seeks the services of a engineering firm to provide professional services associated with the referenced project; and

WHEREAS, the City Engineer wishes to utilize the experience and expertise of CH2M-Hill having just completed work on the Waste Water Treatment Plant Expansion; and

WHEREAS, on the 18th day of October, 1999, the City of Wilsonville adopted Ordinance No. 511 amending WC 2.310 Contract Review Board Definitions by adopting State findings, policies and methods of fostering competition and definitions consistent therewith, amending WC 2.314 to provide for competitive bids or proposals, providing for contracting officers and the creation of procedures for the screening and selection of professional services; and

WHEREAS, finding (3), paragraph (10) subparagraph (b) states: "The City Council shall adopt by resolution and the contracting officer shall follow the Oregon Attorney General's Model Public Contract Rules (Division 35, Consultant Selection: Architectural and Engineering Personal Services Contracting), for screening and selection of persons to perform architectural and engineering personal services contracts for public improvement projects. Provided, however any provisions in WC 2.310-2.314 for exemptions will also apply and shall take precedent over the Division 35 Model Rules as the Board or Contracting Officer may determine."; and

WHEREAS, Section 2.310 (1) (a) of the Wilsonville code define public contracts as being other than agreements for personal service. The contract to be awarded is for engineering professional services; and

WHEREAS, Section 2.312 of the City code states that "The Council is hereby designated as a Local Contract Review Board and relative to contract concerns for the City, shall have all the powers granted to the State Contract Review Board"; and

WHEREAS, Section 2.314 (1) states that "All contracts shall be based upon competitive bid with certain exceptions," which the City interprets to mean public contracts, but in the event it is construed to apply to any contract, the City recites and finds as set forth below; and

WHEREAS, Section 2.314 (2) states that "The Board, may, by Resolution, exempt other contracts from competitive bidding if it finds (a) the lack of bids will not result in favoritism or substantially diminish competition in awarding the contract; and (b) the exemption will result in substantial cost savings. In making such a finding, the Board may consider the type, cost amount of the contract, number of persons available to bid and such other factors as the Board may deem appropriate"; and

WHEREAS, CH2M-Hill has extensive and valuable information which would be utilized in the completion of the referenced project thereby reducing the overall project costs; and

WHEREAS, Staff has determined that the fees proposed by CH2M-Hill to be fair and reasonable reflecting the extensive and valuable information which will not have to be reconstructed or duplicated; and

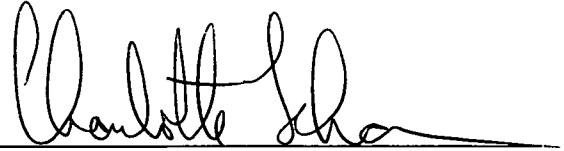
WHEREAS, these fees are calculated to be \$135,080.

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

1. That the City Council, serving in its role as Local Contract Review Board does hereby exempt the award of a contract for engineering professional services from competitive bidding and further concludes this award will not diminish competition and will result in substantial costs savings.
2. The City Council, serving as a Local Contract Review Board, does hereby approve and authorize the City Engineer to sign a Master Agreement for Professional Services between the City of Wilsonville and CH2M Hill, a copy of which is marked Exhibit "A", attached hereto and incorporated herein, to provide the engineering professional services recited within for the referenced project.
3. Authorize the expenditures for this contract not to exceed budget amount from:

<u>Account</u>	<u>Budget Amount</u>
520-49130-5000-234	\$140,000

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 17th day of April 2000, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Mayor

ATTEST:


SANDRA C. KING, City Recorder

SUMMARY of Votes:

Mayor Lehan	Yes
Councilor Barton	Yes
Councilor Helser	Yes
Councilor Kirk	Yes
Councilor Holt	Yes

CH2MHILL *STANDARD AGREEMENT FOR PROFESSIONAL SERVICES*

This AGREEMENT is between CH2M HILL INC., (“ENGINEER”), and the City of Wilsonville, Oregon (“OWNER”) for a PROJECT generally described as the WasteWater Treatment Plant Headworks Upgrade (Project No. 520-49130-5000-234).

ARTICLE 1. SCOPE OF SERVICES

ENGINEER will perform the Scope of Services set forth in Attachment A.

ARTICLE 2. COMPENSATION

OWNER will compensate ENGINEER as set forth in Attachment B. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER’s employee’s.

ARTICLE 3. TERMS OF PAYMENT

OWNER will pay ENGINEER as follows:

3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices pursuant to Attachment B. Invoices are due and payable within 30 days of receipt.

3.2 Interest

3.2.1 OWNER will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.3 If OWNER fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days’ written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

ARTICLE 4. OBLIGATIONS OF ENGINEER

4.1 Standard of Care

The standard of care applicable to ENGINEER’s Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will reperform any services not meeting this standard without additional compensation.

4.2 Subsurface Investigations

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

4.3 ENGINEER's Personnel at Construction Site

4.3.1 The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

4.3.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

4.5 Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

4.6 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to ENGINEER's Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit accounting records applicable to a cost-reimbursable type compensation.

4.8 ENGINEER's Insurance

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
- (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

5.2 Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

5.4 Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

5.5 Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees to include in all construction contracts the provisions of Article 4.3, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy.

5.7.3 OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

5.8 OWNER's Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.8.2 OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.

5.8.3 OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and subcontractors. OWNER will provide ENGINEER a copy of such policy.

5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

6.4 Limitation of Liability

6.4.1 To the maximum extent permitted by law, ENGINEER's liability for OWNER's damages will not, in the aggregate, exceed \$1,000,000.

6.4.2 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

6.4.3 This limitation of liability will apply whether ENGINEER's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.

6.5 Termination

6.5.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

6.6 Suspension, Delay, or Interruption of Work

OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER's contract price and schedule shall be equitably adjusted.

6.7 No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

6.8 Indemnification

6.8.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and

subcontractors in connection with the PROJECT.

6.8.2 OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the PROJECT.

6.9 Assignment

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Consequential Damages

To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such damages.

6.11 Waiver

OWNER waives all claims against ENGINEER, including those for latent defects, that are not brought within 2 years of substantial completion of the facility designed or final payment to ENGINEER, whichever is earlier.

6.12 Jurisdiction

The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.13 Severability and Survival

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.14 Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.15 Engineer's Deliverables

Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.16 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment

executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A--Scope of Services

Attachment B--Compensation

IN WITNESS WHEREOF, the parties execute below:

For OWNER _____

Dated this _____ day of _____, _____

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

For ENGINEER, CH2M HILL INC.,

Dated this 11 day of April, 2000

Signature Mark Carlson

Signature Mark Carlson

Name Mark Carlson

Name Mark Carlson

Title VP

Title VP

Attachment A

This AGREEMENT is between CH2M HILL INC., (“ENGINEER”), and City of Wilsonville, Oregon (“OWNER”) for a PROJECT generally described as: Engineering services related to the design of the Wilsonville Wastewater Treatment Plant Headworks Upgrade (Project No. 520-49130-5000-234).

ARTICLE 1. SCOPE OF SERVICES

ENGINEER agrees to furnish OWNER the following specific services:

Headworks Modifications for the Wilsonville WWTP – Final Design

Purpose

The purpose of this project is to provide engineering services for the final design of the Headworks Modifications for the Wilsonville WWTP. This scope is based on the design of the following general facilities:

- A new influent screen
- A new building to enclose the headworks facility
- Carbon scrubber odor control for the ventilation of the new headworks building
- Integration of the new screen controls into the plant control system
- Modifications to Manhole No. 3
- Aeration Basin Modifications for Scum Control
- Remove Secondary Scum from Recycle
- See attached preliminary drawing list

ENGINEER’S Scope of Services

Task A: Project Orientation

Task Objectives and Basis of Scope

Define the project requirements for the Headworks Modifications that will guide the project with clear goals and schedules. It is envisioned that City personnel and CH2M HILL will jointly develop the project requirements. An effective and clear statement can be developed by:

- Performing a comprehensive review of the facility plan recommendations.
- Conducting a workshop with City staff to review the purpose and scope of the project, and proposed schedule.
- Revising the proposed schedule based on the workshop.

Deliverables

- Final project schedule
- Summary memo of workshop, including agreed-upon project requirements

Task B: Preliminary Design

Task Objectives and Basis of Scope

Develop design concepts in sufficient detail to allow for an informed review and endorsement by all interested parties. The results of the preliminary design task will form the framework for the

preparation of detailed construction documents, which will occur during final design. The preliminary design task will emphasize communications and the collection and analysis of information related to the design requirements.

Deliverables

- Preliminary Design Submittal (10 copies)

Equipment and structure requirements

Building requirements

Utility requirements

Process flow diagrams

Hydraulic profile

Facility layout

Building concept sketches, elevations, and renderings

Control system block diagram/control philosophy

Structural design concepts

Material selection

HVAC/odor control design concepts

Electrical one-line diagram/design concepts

Construction cost estimate

Task C: Final Design

Task Objectives and Basis of Scope

From the Preliminary Design Submittal, develop complete, final, bid-ready construction documents and work products.

CH2M HILL will provide multi-discipline final design services, including work necessary to produce final construction documents. Included in the final construction documents will be the necessary special (technical) specifications, a revised quantity estimate and summary, and a revised construction cost estimate.

Prior to final design, the project team will freeze the major design concepts identified in the Preliminary Design submittal. Any significant unresolved design issues will be identified and a schedule for resolution will be developed.

After the City's approval of the final construction documents, CH2M HILL will provide the prerequisite number of documents to all agencies identified as having review, approval, and/or permitting authority over this project. CH2M HILL will be responsible for making clarifications or corrections required as a result of these agencies' review to receive final plan approval and required approval and/or permits prior to construction.

Deliverables

- Final Design Review Package

Final process flow diagrams

Process and Instrumentation diagrams

Control system block diagram

Typical control schematics

Equipment list

Site plan

Facility layouts with plans, elevations, sections

Exterior renderings, isometric views

Process narrative description
Outline construction specifications
Cost estimate with quantities
Drawing list for construction documents
Final drawings and specifications
Final Construction Cost Estimate

Task D: Preparation of Project Construction Documents

Task Objectives

Prepare bid-ready Contract Documents.

Basis of Scope and Deliverables

CH2M HILL will provide the following:

- One reproducible and 20 copies of all schematic and plans with "printer-ready" supporting documents. Plans will be 11 by 17-inch format. All scaleable plans will have a graphic scale-bar on each individual sheet.
- One copy of the itemized cost estimate for construction of the project.

ATTACHMENT B - COMPENSATION

ARTICLE 2. COMPENSATION

Compensation by OWNER to ENGINEER will be as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in ARTICLE 1, ENGINEER's (~~Direct Salaries~~) (Salary Costs)* multiplied by a factor of 2.37, plus Direct Expenses, plus a service charge of 10 percent Direct Expenses and 10 percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

*(delete inapplicable term)

B. BUDGET

A "not to exceed" amount of One hundred thirty-five thousand and eighty Dollars, without prior authorization.

(\$135,080.00),

excluding taxes, is hereby established for services in ARTICLE 1. ENGINEER will make reasonable efforts to complete the work within the budget and will keep OWNER informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

See attached Proposed Workplan and Estimated Costs table for approximate breakdown.

ENGINEER is not obligated to incur costs beyond the indicated budgets, as maybe adjusted, nor is OWNER obligated to pay ENGINEER beyond these limits.

When any budget has been increased, ENGINEER's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

~~C. DIRECT SALARIES~~

~~Direct Salaries are the amount of wages or salaries paid ENGINEER's employees for work directly performed on the PROJECT, exclusive of all payroll related taxes, payments, premiums, and benefits.~~

D. SALARY COSTS

Salary Costs are the amount of wages or salaries paid ENGINEER's employees for work directly performed on the PROJECT plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payment, premiums, and benefits.

E. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, special OWNER approved PROJECT specific insurance, letters of credit, bonds, and equipment and supplies; (2) ENGINEER's current standard rate charges for direct use of ENGINEER's vehicles, laboratory test and analysis, printing and reproduction services, and certain field equipment; and (3) ENGINEER's standard project charges for computing systems, special health and safety requirement of OSHA, and telecommunications services.