

RESOLUTION NO. 2659

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH, INC. TO PROVIDE ENGINEERING AND CONSULTING SERVICES FOR THE MEMORIAL PARK PUMP STATION REPLACEMENT PROJECT (CIP #2065)

WHEREAS, in June 2012, the City of Wilsonville (“City”) solicited a Request for Proposals (“RFP”) for consulting and engineering services regarding the City’s wastewater collection system; and

WHEREAS, the RFP identified three (3) phases of consulting and engineering services over multiple years; and

WHEREAS, through a competitive procurement process as required by the Wilsonville Code and the Oregon Revised Statutes, the City selected Murraysmith, Inc. (formerly known as Murray, Smith & Associates, Inc.) as the firm to render the services; and

WHEREAS, the City has separately contracted with Murraysmith, Inc. for each of the three (3) phases; and

WHEREAS, pursuant to Resolution No. 2380, and as Phase 1 of the RFP, the City contracted with Murraysmith, Inc. to assist in the drafting of the 2014 Update to the Wastewater Collection System Master Plan (“2014 Update”), which was adopted by the City Council in accordance with Ordinance No. 766; and

WHEREAS, pursuant to Resolution No. 2433, the City contracted with Murraysmith, Inc. to provide an analysis of specific wastewater facilities to identify improvement options, which was identified as Phase 2 in the RFP; and

WHEREAS, the 2014 Update identified the need to replace the Memorial Park pump station; and

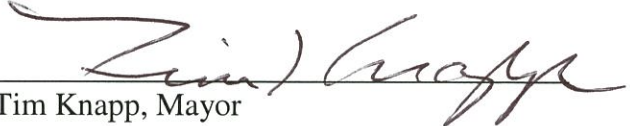
WHEREAS, the City deems it beneficial to award Phase 3 of the RFP, which consists of replacing the Memorial Park pump station; and

WHEREAS, negotiations between City staff and Murraysmith, Inc. have resulted in a scope of work and budget of \$492,414; and

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

1. The City Council, serving in the role of Local Contract Review Board, adopts the above recitals as findings and incorporates them by reference as if fully set forth herein.
2. The City Council, acting as the Local Contract Review Board, does hereby approve and authorize the City Manager to execute a Professional Services Agreement for the consulting and engineering services relating to the Memorial Park pump station replacement project in the amount of \$492,414 between the City of Wilsonville and Murraysmith, Inc., in substantially similar form to the Professional Services Agreement attached hereto as **Exhibit A**.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4th day of December 2017, and filed with the Wilsonville City Recorder this date.



Tim Knapp, Mayor

ATTEST:



Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Councilor Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

Attachments:

Exhibit A – Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
MEMORIAL PARK PUMP STATION PROJECT #2065**

This Professional Services Agreement (“Agreement”) is made and entered into on this ____ day of November, 2017 (“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. Term

The term of this Agreement shall be from the Effective Date until all design services required to be performed hereunder (“Services”) are completed and accepted, or no later than December 31, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 2. Consultant’s Services

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

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

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

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

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

Section 3. Compensation

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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.

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

3.3. 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.

3.4. 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, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

3.5. 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, office expenses, and all other indirect and overhead charges.

Section 4. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2017, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can currently be found at the following website address: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 5. City's Responsibilities

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

Section 6. City's Project Manager

The City's Project Manager is Mike Ward. 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 Adam Crafts. 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 Services, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 10. Subcontractors and Assignments

10.1. 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 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

11.2. Consultant has requested that some consulting Services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 16** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of such subcontractor(s)' negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

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

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, 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. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of 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.

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

Section 13. Indemnity and Insurance

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**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

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

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

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

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

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

13.3.5. Insurance Carrier Rating. Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the City, with an AM Best

Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

13.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policy(ies), 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.

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

13.4. 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 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 15. Suspension of Services

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

Section 16. Modification/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 3** of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of 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 17. Access to Records

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

Section 18. Property of the City

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

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

Section 19. Notices

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

To City: City of Wilsonville
 Attn: Mike Ward
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Murraysmith, Inc.
 Attn: Adam Crafts
 888 SW 5th Street, Suite 1170
 Portland, OR 97204

Section 20. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY:

MURRAYSMITH, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

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EXHIBIT A

SCOPE OF SERVICES MEMORIAL PARK PUMP STATION IMPROVEMENTS CITY OF WILSONVILLE

Project Overview and Understanding

The City of Wilsonville owns and operates the Memorial Park Pump Station, which is a self-priming duplex pump station with a capacity of 900 gpm at 101 total dynamic head (TDH). The pumps are belt-driven type with 100 HP motors at 1,735 RPM. The pumps connect to an existing 12-inch force main that extends approximately 1,300 feet to discharge into a sanitary sewer manhole located in Town Center Loop E. The station is equipped with a natural gas-powered back-up drive that will operate one pump if power is lost at the station.

The existing pump station lacks sufficient capacity to meet future flow projections and is located within the Boeckman Creek flood plain. The station was identified in the March 2015 Wastewater Collection System Master Plan to be upgraded for additional capacity and relocated to a new location that is outside of the flood plain.

The existing 12-inch force main was also identified for upsizing to 16-inch diameter. Preliminary evaluation on the force main completed for the master planning work indicated that the force main replacement project may be deferred until development occurs in the Elligsen urban reserve area (URA). This area is currently outside of the City's urban growth boundary (UGB) and development is not anticipated to occur for several years. Therefore, a complete replacement of the force main is not included in this project, but preliminary design work will consider future needs.

The City recently completed the Memorial Park master plan that identified the new location for the pump station in the northwest corner of the park, just west of the existing gravel parking lot for the dog park. With a location now identified, the City intends to move forward with design and construction of a new submersible wastewater pump station. The facility will include a building that houses a generator, motor control center, and other ancillary equipment.

This scope of work includes design and construction phase engineering services as described below.

Scope of Services

This Scope of Services has been separated into 10 different tasks listed below. A detailed scope of work for each task is described below.

- Task 1 – Project Management
- Task 2 – Establish Project Design Criteria
- Task 3 – Topographic Survey and Base Mapping
- Task 4 – Geotechnical Investigations
- Task 5 – Preliminary Design Development
- Task 6 – Land Use Approval
- Task 7 – Final Design Documents
- Task 8 – DEQ Plan Review and Approval
- Task 9 – Bidding and Award Services
- Task 10 – Construction Phase Services

The Consultant will perform the following services:

Task 1. Project Management

Objective:

To provide overall leadership and team strategic guidance aligned with the City of Wilsonville staff objectives. To 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 Coordination with Subconsultants

Consultant will coordinate with subconsultants on specific tasks, scope, and budget. Review subconsultant deliverables prior to submitting to the City.

1.4 Project Kick-Off Meeting

A project kick-off meeting with City Engineering, Planning, Natural Resources, Public Works, Parks staff will be held to review the project objectives, Memorial Park Master Plan, discuss project coordination and communication, and visit the site to identify significant resources to protect and confirm the location shown in the Parks Master Plan will meet the project objectives.

1.5 Project Coordination Meetings

This scope includes three project coordination meetings with City staff 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

1. Monthly invoicing and activity reports
2. Meeting agendas and summaries (4 included in this task)

Assumptions

1. Consultant assumes a Notice to Proceed date by October 2017
2. Project duration will be 22 months; therefore, it is assumed that there will be up to 22 progress payments/status reports
3. Project coordination meetings are two hours each

Task 2. Establish Project Design Criteria

Objective:

To review existing pump station data, design standards, record drawings, O&M manuals, and other relevant information to develop design criteria for the proposed pump station.

Activities:

2.1 Data Gathering and Review

Review 2015 Wastewater Master Plan, Memorial Park Master Plan, FEMA and County flood plain reports, City natural resource maps, pump station as-builts, parking lot project as-builts, pertinent master plans, record drawings, O&M Manuals, flow records, previously completed evaluation reports, or other information made available by the City.

2.2 Develop Design Flows

The work under this subtask includes developing base flow and peak-hour design flow rates for current year, 5-year, 10-year, 20-year, and build out population projections. This will include

updating flow projection scenarios developed in the 2015 Wastewater Master Plan to incorporate land use assumptions from the recently adopted Frog Pond Area Plan and Frog Pond West Master Plan.

2.3 Existing Force Main Testing

Conduct flow testing and pressure testing per DEQ standards to confirm pumping rates and force main friction factors. Develop a system head curve for the developed design flow rates.

2.4 Review and Clarify City Design Preferences

Meet with City staff to review and clarify City's design criteria. Establish City preferences with respect to equipment selection, instrumentation and controls, site access needs, station appurtenances, site amenities, and other relocated station functions and features.

Task Deliverables

1. Design preferences meeting agenda and summary

Assumptions

1. Design preferences established will provide the basis for design decisions later.
2. City will provide pressure gauges on pump discharge for flow testing.
3. Force main testing will be limited to a flow and head test to estimate verify pumping rates and estimate the existing force main pipe friction coefficient.

Task 3. Topographic Survey and Base Mapping

Objective:

To create a CAD base map for the project that is on the City's datum.

Activities:

3.1 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, force main route, 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.

3.2 Topographic Survey

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

- Establish a minimum of three semi-permanent pre-design survey control stations (5/8-inch iron rods with plastic caps);
- Reference control and mapping to the horizontal datum of the Oregon Coordinate System of 1983, North Zone;
- Reference the control and mapping to a vertical datum using differential levels. Reference the control to a bench mark if one exists within one-half of a mile from the pump station. If one does not exist within one-half of a mile of the pump station, GPS will be used to reference the control to the bench mark. This bench mark will be either a North Vertical Datum of 1988 National Geodetic Bench Mark, Clackamas County Bench Mark, or a bench mark/control station with values provided by the City or County;
- Locate visible utility surface features and underground utility locate paint marks using the Oregon One-Call Utility Location services;
- Locate invert elevations (IEs) on existing lift station wet-well, inlet pipe, sewer manholes, discharge manhole, and catch basins;
- Locate force main profile at approximate 50-foot intervals and/or ground grade breaks along the existing force main alignment;
- Locate proposed fiber route at approximate 50-foot intervals and or ground breaks along the proposed fiber interconnect alignment as shown in Figure 1.
- Locate visible planimetric features and improvements including, but not limited to, curbs, sidewalks, fences, buildings, mail boxes, sign posts, etc.
- Locate vegetation improvements and features including, but not limited to, shrubs, bushes, hedges, and trees 6-inch or greater in diameter.

Survey data will be mapped in Autocad Civil3D 2014 (Civil3D) format to MSA CAD Standards. A Civil3D surface will be created and 1-foot contours shown on the drawings.

Task Deliverables

1. Base drawing file in .dwg format

Assumptions

1. A property survey is not required; approximate property lines will be shown from GIS files
2. Topographic survey area is as shown in Attachment A.

3. Environmental delineations or tree surveys, if required, will be completed by the City prior to completing field survey work.

Task 4. Geotechnical Investigations

Objective:

To complete subsurface investigations and geotechnical engineering report to support project design and construction.

Activities:

4.1 Review of Existing Information and Site Visit

Consultant will review available geologic maps, survey data, and existing geotechnical reports. Perform a geologic site reconnaissance of the proposed pump station and 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, mark proposed exploration locations. During the week prior to drilling, notify the Utility Notification Center to mark underground utilities. In consultation and coordination with the City, prepare an Exploration Work Plan describing the field explorations to be performed. Coordinate with the City regarding the field exploration restrictions. No fieldwork will be started, other than Geologic Reconnaissance, until the exploration work plan is approved by the City.

4.2 Field Explorations

Consultant will perform geotechnical field explorations to determine the subsurface conditions for the express purpose of characterizing subsurface conditions along the proposed pump station and pipeline alignments. Perform exploration work in accordance with Federal, State, and Local regulations. Perform the subsurface exploration work in conformance with the Exploration Work Plan. The field exploration program is estimated to consist of three mud rotary borings including two piezometers and three hand-augured borings drilled to practical refusal (usually depths of 10 feet or less).

Mud Rotary Boring – One boring will be located at the proposed pump station area. Two borings will be located along the proposed pipeline alignment. All borings will be drilled up to 50 feet below the existing ground surface to evaluate potential shoring and dewatering during construction. The boring will be drilled using a truck-mounted drill rig. Consultant will 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 - Two permanent, 2-inch diameter piezometers (observation wells) will be installed, one in the boring at the proposed pump station and one in a boring located at the proposed pipeline alignment, for long-term groundwater level

measurements. The piezometers will be 40 feet below the existing ground surface, including 10-foot long screening section. The top of the piezometers will be finished level with the ground surface with a locking, flush-mounded water meter vault cover.

Hand-Augured Borings - Three hand-augured borings will be located along the existing creek bank, adjacent to the proposed pump station, to provide geologic information for creek bank slope stability analysis.

4.3 Laboratory Testing

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 slope stability, 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.

4.4 Geotechnical Data Report

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.

4.5 Geotechnical Analysis and Evaluation

The geotechnical analyses will address the proposed pump station excavation by providing geotechnical design parameters, including bearing capacity and lateral earth pressures, slope stability evaluations, and construction considerations, including open cut and temporary shoring. It will also provide excavation, shoring, backfill, and slope stability recommendations for the proposed pipe lines. Finally, it will provide geotechnical recommendations for spread footings.

4.6 Geotechnical Engineering Report

Consultant will prepare a draft and final geotechnical engineering report. The geotechnical engineering report will document the findings of the geotechnical field work, general geotechnical site conditions, and will include geotechnical design recommendations and construction considerations.

Task Deliverables

1. Geotechnical Engineering Report in PDF format.

Assumptions

1. Traffic control is anticipated not to be required for these borings.
2. 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.
3. All necessary right-of-entry permits will be provided by the City.
4. No permits will be required.
5. Drilling will be accomplished on weekdays, during daylight hours, and with no time restrictions.
6. No rock coring will be required.

Task 5. Preliminary Design Development

Objective:

To develop and document design criteria and concepts in a Preliminary Design Memorandum that will establish the basis for detailed design work.

Activities:

5.1 Pump and Pipe Mechanical Sizing

Preliminary sizing for pumps, piping, and structures will be completed to serve the projected 20-year and buildout flow conditions. This evaluation will consider the existing 12-inch force main and sizing for a future replacement or parallel force main:

- Develop Total Dynamic Head System Curves for the existing force main.
- Examine force main expansion options and pipe sizing to meet buildout flows.
- Pump sizing for duplex installation to meet projected flows and force main expansion scenarios.
- Pump sizing for triplex installation to meet projected flows and force main expansion scenarios.
- Preliminary sizing and layout for discharge piping, flow meter, wet-well, and valve vault structures.
- Potential impacts to downstream sewer capacity.
- Analyze force main for potential for water hammer conditions at existing peak-flow, projected peak-flow, and emergency pump shutdown scenarios.

5.2 Electrical and Building Mechanical Sizing

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

- Perform computer 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.
- Prepare preliminary fiber system extension plan from Wilsonville Road, through Memorial Park, to the proposed pump station. Identify conduit size, junction box locations, and surface restoration.

5.3 Pump Station Building Preliminary Design

A building floor plan like the Grande Pointe pump station will be prepared and adjusted as needed for this facility.

Prepare two alternative 3D perspective drawings to illustrate roof and fascia options as desired by the City following selection of a preferred floor plan. Building elevations will be prepared for the preferred alternative and material type.

5.4 Gravity Sewer and Force Main Extension

Examine the gravity sewer and force main extension from the new pump station to the existing pump station. Consider phasing and pipe configuration for efficient transfer to the future force main. Design flow diversion sewers to redirect flows to the new pump station.

5.5 Site Plan Development

Develop preliminary site plan will layout options for structures, parking, and landscaping. The layout will consider vehicle access and maneuvering, site aesthetics and visibility, natural hazards and riparian buffers, and impacts to the existing road and gravel parking area.

5.6 Landscape Preliminary Design

Conduct research on general landscape requirements and prepare a conceptual landscaping plan. This plan will include facility locations, topography, areas to be landscaped, fencing and gates, storm water management, and surfacing options. Attend two meetings to discuss the concept plan and prepare three dimensional illustrations for the overall site and facility character. A final concept plan and drawing will be prepared.

5.7 Prepare Draft Preliminary Design Memorandum

Prepare and submit a draft preliminary design memorandum that describes and summarizes design criteria, the existing system capacity, the alternatives selection process and recommendations for proceeding with the preferred option. Develop preliminary engineering drawings depicting the proposed facilities, including a site plan, pump station relocation layout, force main and sanitary sewer routing configurations. A list of project specifications will be prepared and included.

5.8 Preliminary DEQ Coordination

DEQ pump station guidelines will be reviewed so that the preliminary design report addresses the requirements. DEQ staff will be contacted to discuss the project and a copy of the report will be provided for DEQ review and comment.

5.9 Prepare Final Preliminary Design Memorandum

Meet with City staff to discuss review comments on the draft report or final considerations. Prepare a final preliminary design memorandum incorporating comments received from the City and DEQ.

Task Deliverables

1. One building floor plan
2. Two Sketch Up Architectural perspectives.
3. One Building Elevation Drawing.
4. One Preliminary Site Plan.
5. Landscaping concept plan and 3-d illustrations, with iterations
6. Force main and sanitary sewer extension plan and profile.
7. Fiber Interconnect Plan
8. Draft and Final Preliminary Design Memorandum in PDF format.
9. Draft Preliminary Design Memorandum review meeting summary.
10. List of project specifications.

Assumptions

1. Building layout will be similar to the Grand Point pump station and will include an electrical room, generator room, and odor control room.
2. Building dimensions are approximately 16 feet wide by 30 feet long and interior height less than 12 feet. Foundation will be spread footing with slab on grade. Structure will be CMU block structure with architectural exterior cladding over all or a portion of the CMU.
3. Sewer and force main extensions will be from the existing pump station to the proposed pump station site (approximately 700 feet).
4. The level of design completed under this task will be 30% complete.
5. Consulting arborist, if needed, will be provided by the City.
6. Fiber will be extended from the existing conduit on the south side of Wilsonville Road, through the park as shown Figure 1 below.

Figure 1 – Fiber Extension Route



Task 6. Land Use Approval

Objective:

To support the City to obtain necessary land use approvals.

Activities:

6.1 Attend Pre-Application Meeting

Prepare Pre-App meeting materials and attend meeting with City Community Development staff to identify codes, ordinances and standards to be addressed as part of the development application processes for the new sewage pump station.

6.2 Complete Site Design Review Application

Prepare the Site Design Review application, including a narrative discussion of the proposed pump station addressing the site plan and design review standards in the City's code as related to this proposed new facility. Provide permit drawings including a site plan, site grading and erosion control plan, a landscape plan, a building floor plan, and exterior building elevations.

6.3 Support Significant Resource Overlay Zone (SROZ) Review

Provide support to City staff who will prepare an SROZ development application as requested. This may include providing mapping, area or volume calculations, or other technical information.

Task Deliverables

1. Pre-application Meeting Application and attendance.
2. Site Design Review Application and plan submittals.
3. Project information to support City staff with SROZ application by City Staff.

Assumptions

1. Project will be approved at an administrative level.
2. A pump station is a permitted use that does not require conditional use approval from the Development Review Board.
3. City staff will prepare permit applications for SROZ or other environmental clearance requirements. Eight hours of consultant engineering time and eight hours of drafting time has been allotted for this task.
4. Preliminary design and other technical reporting work required for supporting the development applications will be accomplished under other tasks.
5. Neighborhood Association, Development Review Board, or Parks & Recreation Advisory Board meetings are not included in this scope.

6. Environmental delineation, if needed, will be completed by the City or under a separate agreement.
7. State or federal environmental permitting is not anticipated and may be completed under a separate agreement if required.

Task 7. Final Design Documents

Objective:

To prepare contract plans, specifications, and bidding documents for documents for soliciting bids and constructing the project.

Activities:

7.1 Prepare 60% Design PS&E

Prepare 60% plans, 60% specifications, and 60% engineer's cost estimate for City review. Attend design review meeting.

7.2 Prepare 90% Design PS&E

Prepare draft bidding and construction documents for City review. Provide 90% engineer's cost estimate. Comments from 60% design review will be addressed and incorporated into the 90% submittal as appropriate. Attend design review meeting.

7.3 Prepare Final Contract Documents

Comments from 90% design review will be addressed and incorporated into the final contract documents ready for bidding. Contract documents will include bidding requirements, contract forms, conditions of the contract, general requirements and technical specifications. The documents will be electronically signed by the Engineer.

Task Deliverables

1. 60%, 90%, 100%, and final signed documents in PDF.
2. 60%, 90%, and 100% engineers cost estimate in PDF.
3. Design Review Meeting Agendas and Summaries (3 total)

Assumptions

1. 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).
2. Hard copies of design submittals and final signed documents will not be required for City.
3. City will provide front end specifications and general conditions specifications.

4. City will provide written design submittal review comments.
5. Technical Specs for project materials, equipment, and performance will be formatted following the Construction Standards Institute (CSI).
6. Plan Sheets anticipated to be included are as follows:

General

Cover and Title Sheet, General Notes and Legend Sheet, Abbreviations Sheet, and Design Data Table and System Head Curve Sheet (4 sheets)

Erosion and Sediment Control (ESC)

Erosion Control Notes and Details, Erosion Control Plans (4 sheets)

Civil

Existing Pump Station Bypassing and Demolition Plan, Pump Station Site Plan, Pump Station Piping Plan, Pump Station Grading and Surfacing Plan, Gravity Sewer and Force Main Profiles (5 sheets), Civil Details (4 sheets)

Landscape

Landscaping Plan, Landscaping Details, Irrigation Plan, Irrigation Details (4 sheets)

Architectural

Architectural Floor Plan and Section, Building Elevations, Architectural Details (3 sheets)

Structural

General Structural Notes, Quality Assurance Plan and Notes, Building Foundation Plan, Roof Structure Plan, Structural Sections, Structural CMU Details, Structural Details (7 sheets)

Mechanical

Wet-Well and Vault Plan, Wet-Well and Vault Sections, Building Mechanical Plan, Building Mechanical Details, HVAC Plan and Section, HVAC Schedules and Schematics, Mechanical Details (7 sheets)

Electrical and Instrumentation

Electrical Symbols and Legend, One-Line Diagram, Electrical Site Plan, Building Power Plan, Lighting and Signal Plan, Pump Control Panel Power Schematic, Pump Control Panel PLC I/O Wiring, Pump Disconnect Panel, Circuit Schedule, Electrical Details (10 Sheets)

Fiber Interconnection

Fiber Interconnect Plans, Fiber Interconnect Details (3 sheets)

Task 8. DEQ Plan Review and Approval

Objective:

To obtain DEQ design approval on the project.

Activities:

8.1 Submit Draft Engineering Report and 90% PS&E Package

A draft Engineering Report and 90% PS&E package will be submitted to DEQ for review and comment. Coordinate with DEQ for review comments.

8.2 Submit Final Engineering Report and Final PS&E Package

A final Engineering Report and final PS&E package addressing and incorporating DEQ review comments as appropriate will be resubmitted to DEQ.

Task Deliverables

1. Engineering Report and PS&E Submittals to DEQ

Assumptions

1. Each submittal is limited to three hard copies and one pdf copy.

Task 9. Bidding and Award Services

Objective:

To provide professional engineering services during bidding as described below.

Activities:

9.1 Pre-bid Conference

Conduct a pre-bid conference, if deemed appropriate and beneficial. Provide written summary from conference.

9.2 Respond to Bidder Inquiries

Provide written responses to bidder inquiries during the bidding phase. Issue minor contract addenda if needed.

9.3 Review Bids and Recommend Award

Conduct bid opening, provide technical assistance in review and evaluation of bids, prepare bid summary sheet and provide recommendation of construction contract award.

Task Deliverables

1. Pre-bid Conference Meeting Agenda and Summary
2. Bidder Responses and Addenda
3. Recommendation of Award

Assumptions

1. City will print and distribute bidding documents, responses to bidder inquiries, addenda, and maintain a plan holders list.
2. City will publish the Intent to Bid and pay advertising fees and costs.

Task 10. Construction Phase Services (Contingency Task to be activated by City)

Objective:

Work under this task refers to engineering services during construction of the project so that the project is constructed in accordance with the approved plans and specifications.

Activities:

10.1 Pre-Construction Meeting

Coordinate and conduct pre-construction conference, prepare a meeting agenda, and prepare and distribute meeting minutes.

10.2 Submittal Review

Review contractor submittals and shop drawings for conformance to the design requirements of the project. Consult with and advise City as to the acceptability of substitute and "or-equal" items proposed for use by contractor. The prime consultant will coordinate with its sub-consultants to review submittals under their respective disciplines.

10.3 Construction Engineering

Respond to Contractor Requests for Information and issue necessary clarifications or interpretations of the contract documents and assist the City with preparing change orders.

10.4 Construction Observation

A project representative will be provided to monitor the progress and quality of the executed work up through final testing and acceptance. Provide observation reports of the executed work to the City.

10.5 Submit Draft Operations and Maintenance Manual

Prepare a draft O&M manual following DEQ guidelines and submit to the City and DEQ for review and comments at the 50% completion stage during construction.

10.6 Start Up and Training

Attend the pump station start-up and verify pump and operational performance. Facilitate the training of City O&M staff regarding operation and maintenance of the new pump station. Prepare a startup report.

10.7 PLC Programming and SCADA Integration

Review existing master SCADA unit program and determine requirements for new pump station addition. Develop local PLC programming for pump station operation. Provide programming configuration for fiber communication link from pump station to master SCADA computer. Develop local programming for operator interface touch screen display and new screens for master computer. Load, test, and start-up local pump station PLC. Prepare manual with documented PLC programming, operator interface, and SCADA screening programming. Provide electronic copy of all programming to the City. Provide one day of training at start-up and one follow-up visit to provide minor programming changes as needed.

10.8 Final DEQ Documentation and O&M Manual

Provide to the City and DEQ documentation required by OAR 340-052-0040 including the final O&M manual and certification that the final construction was reviewed by the consultant and found to be in accordance with the plans and specifications.

10.9 Prepare Record Drawings

Prepare and provide to City one set of permanent record drawings representative of the “as constructed” work based on contractor-supplied redlines of changes during construction and information obtained during site visits and weekly meetings. Record drawings will also be provided to the City in digital format.

Task Deliverables

1. Pre-construction meeting agenda and summary.
2. Submittal review comments and submittal log.

3. Responses to Contractor Requests for Information and provide clarifications or interpretations of the Contract Documents.
4. Monthly Progress Payment Recommendations.
5. Change Orders and RFI responses.
6. Start Up Report.
7. DEQ Construction Certification and Operation and Maintenance Manual.
8. Record Drawings, full-sized on bond paper and pdf file.

Assumptions

1. City will provide a project manager and designated inspector that will be the primary contact for the contractor and coordinate with Murraysmith for work under this task.
2. Up to 100 submittals and 25 resubmittals (for a total of 125 submittals) will be reviewed.
3. Up to one change order request is included in the budget.
4. Up to 10 RFI responses are included in the budget.
5. City will coordinate and review contractor BOLI submittals.
6. Consulting arborist will be provided by the City if needed.
7. City will apply for building permits and provide all special inspections and testing as required.
8. Construction staking locations will be included in the Plans and the Contractor will provide construction survey.
9. Up to 17 construction observations as listed below will be performed by the consultant. The budget assumes five hours for each visit to account for travel time, on-site time, and reporting for Subtask 10.4.
 - a. Gravity sewer, wet well, and valve vault construction staking review
 - b. Site piping and drains installation
 - c. Wet well foundation inspection
 - d. Building foundation staking review
 - e. Building foundation inspection
 - f. Electrical conduit layout (pre-cover)
 - g. Building and generator foundation form work
 - h. Building shell complete
 - i. Wet well and valve vault piping complete prior to coating
 - j. Piping coating inspection
 - k. Electrical cabinet installation
 - l. Building mechanical and HVAC completed
 - m. Building roof and gutters completed
 - n. Landscape irrigation layout
 - o. Plant stock inspection and layout
 - p. Substantial completeness inspection
 - q. Final inspection of corrective work

Payment

Payment will be made at the billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Principal Engineer VI	\$245.00
Principal Engineer V	237.00
Principal Engineer IV	227.00
Principal Engineer III	218.00
Principal Engineer II	209.00
Principal Engineer I	201.00
Professional Engineer IX	193.00
Engineering Designer IX	185.00
Professional Engineer VIII	183.00
Engineering Designer VIII	176.00
Professional Engineer VII	174.00
Engineering Designer VII	167.00
Professional Engineer VI	165.00
Engineering Designer VI	159.00
Professional Engineer V	156.00
Engineering Designer V	150.00
Professional Engineer IV	146.00
Engineering Designer IV	146.00
Professional Engineer III	142.00
Engineering Designer III	142.00
Engineering Designer II	131.00
Engineering Designer I	120.00
Technician IV	141.00
Technician III	126.00
Technician II	110.00
Technician I	93.00
Administrative III	100.00
Administrative II	93.00
Administrative I	81.00

Direct Expenses

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

Computer Aided Design and Drafting.....	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage.....	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence.....	At Cost

Time and Performance

The anticipated project schedule is as follows:

Consultant Notice to Proceed.....	December 2018
Preliminary Design Complete.....	July 2018
Design Complete.....	January 2019
Construction Complete	October 2019
Project Complete	December 2019

MEMORIAL PARK PUMP STATION
CITY OF WILSONVILLE
PROPOSED FEE ESTIMATE

Table with columns for Task, Professional Engineer (AE, PE, etc.), Hours, Labor, and Estimated Fees (Subcontractors, Instruments, etc.). Includes subtotals for each task and a grand total at the bottom.