

# OREGON CITY PUBLIC WORKS PERSONAL SERVICES AGREEMENT

## 2016 OREGON CITY ROADWAY RECONSTRUCTION PROJECTS (CI 16-001)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between:

CITY OF OREGON CITY ("City")

City of Oregon City  
PO Box 3040  
625 Center Street  
Oregon City, OR 97045  
Attention: Matt Powlison

and

WALLIS ENGINEERING, PLLC, LLC  
("Consultant")

Wallis Engineering, PLLC, LLC  
215 W. 4th Street, Suite 200  
Vancouver, WA 98660

### RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

### AGREEMENT

1. **Term.** The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2016**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. **Compensation.** City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **Three hundred forty-three thousand four hundred seventy-seven and 00/100 dollars (\$343,477.00)**.

3. **Scope of Services.** Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. **Standard Conditions.** This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. **Schedule.** The components of the project described in the Scope of Services shall be completed according Term, above.

6. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the

parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF OREGON CITY

WALLIS ENGINEERING, PLLC, LLC

By: \_\_\_\_\_

John M. Lewis

Title: Public Works Director

DATED: \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Tony Konkol

Title: Interim City Manager

DATED: \_\_\_\_\_, 2016.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_

City Attorney

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**WALLIS ENGINEERING**  
**APPENDIX A: SCOPE OF WORK**  
**CITY OF OREGON CITY**  
**2016 PAVEMENT IMPROVEMENTS**  
**DECEMBER 2015**  
WE#1412A

**BACKGROUND**

The City of Oregon City's (City) transportation system includes about 135 miles of City-owned surface streets of varying sizes and capacities requiring periodic maintenance to keep them operational. The City established a Pavement Maintenance Utility Fee (PMUF) in 2007 to address maintenance needs for City streets. A portion of the fees collected are allocated to the reconstruction and/or resurfacing of existing roadways identified by the City as needing rehabilitation.

**GENERAL SCOPE OF PROJECT**

This project includes the evaluation of existing pavement conditions and the preparation of contract documents to solicit bids for pavement rehabilitation in separate areas in Oregon City. Minor utility maintenance upgrades may also be completed as part of the project if found to be necessary in the specific project areas covered.

The City has identified several streets to receive pavement rehabilitation in 2016. Wallis Engineering will design rehabilitation improvements to the streets identified by the City based on available budget. To meet the requirements of recent Department of Justice rulings, pedestrian ramps at each intersection within the project areas will be evaluated and replaced if found to be out of compliance with current ADA requirements. A list of the identified streets and assumed rehabilitation improvements are provided below:

**EXHIBIT A**

Street	From	To	Length (ft)	Proposed Improvement (assumed)	Existing Curb Ramps	Anticipated Curb Ramp Reconstructions
5TH ST	WASHINGTON ST (edge of intersection)	MONROE ST (through intersection)	1150	2" Mill & Inlay	16	16
6TH ST	WASHINGTON ST (edge of intersection)	JEFFERSON ST (edge of intersection)	600	CTB & AC	0	0
JOHN ADAMS ST	5TH ST (edge of intersection)	7TH ST (edge of intersection)	630	CTB & AC	4	3
JEFFERSON ST	5TH ST (edge of intersection)	7TH ST (edge of intersection)	510	CTB & AC	4	3
9TH ST	JOHN ADAMS ST (through intersection)	MONROE ST (edge of intersection)	1080	CTB & AC	12	10
MADISON ST	12TH ST (edge of intersection)	15TH ST (edge of intersection)	950	2" Mill & Inlay	0	0
JACKSON ST	12TH ST (edge of intersection)	15TH ST (edge of intersection)	950	CTB & AC	8	8
JACKSON ST	15TH ST (edge of intersection)	16TH ST (edge of intersection)	340	CTB & AC	3	3
10TH ST	JACKSON ST (edge of Intersection)	VANBUREN ST (edge of intersection)	270	Reconstruct A/C	1	1
TRILLIUM PARK DR	CANYON CT	SWORDFERN CT	90	Reconstruct A/C	0	0
Pioneer Parking Lot #1 (5th/John Adams)	N/A	N/A	0	See note 1	0	0
Pioneer Parking Lot #2 (6th/Washington)	N/A	N/A	170	See note 2	0	0
CHARMAN ST	(180 ft west of Cherry Ave intersection)	CHERRY AVE (edge of Intersection)	180	Reconstruct A/C	0	0
14th ST	PRESCOTT ST (edge of Intersection)	BUCHANAN ST (through intersection)	210	CTB & AC	0	0
Buchanan	14TH ST (through intersection)	13TH ST (through intersection)	380	CTB & AC	0	0
13th ST	BUCHANAN ST (through intersection)	LINCOLN ST (through intersection)	230	CTB & AC	0	0

#### NOTES:

1. The scope of Pioneer Parking Lot #1 is assumed to include geotechnical investigation of problem areas, spot pavement repairs of the parking lot and the adjacent alley as necessary, extruded curb replacement, slurry seal treatment (to be completed under the preventative maintenance contract) of the entire lot and striping.
2. The scope of Pioneer Parking Lot #2 is assumed to include reconstruction of the entire parking lot, retrofitting ADA accessible stalls to meet current requirements per 4.6.3 of the PROWAG, curb replacement and striping. Geotechnical investigations and topographic survey will be required to complete this work.

## EXHIBIT A

## **SPECIFIC SCOPE OF WORK**

### **TASK 1 Project Management and Administration**

- 1.1. Define Project Objectives.** The project manager will attend one meeting with City Staff to define the project goals, locations, design criteria, and the project schedule. These items will be included in the Final scope of work.
- 1.2. Project Management and Administration.** Provide management, coordination, and direction to the project design team to complete the project.
- 1.2.1. Prepare a project design schedule outlining design and deliverable milestones.
- 1.2.2. Prepare monthly status reports and schedule updates to be included with consultant invoices.
- 1.2.3. Coordinate project team meetings and prepare meeting agendas and meeting minutes. This task assumes the following meetings:
- Predesign Review Meeting
  - 50% Design Review Meeting
  - 90% Design Review Meeting

#### ***Task 1 Assumption:***

- Design phase of the project is assumed to be January – April 2016.
- City project manager will complete all stakeholder coordination, public involvement, and lead all necessary permitting efforts.

#### ***Task 1 Deliverables:***

- Final Scope and Schedule.
- Monthly status reports and invoices.
- Meeting agendas and minutes.

### **TASK 2 Data Collection**

#### **2.1. Site Investigation and Data Collection.**

- Review asbuilt drawings, existing mapping, aerial photos and GIS provided by the City and private utility providers.
- Conduct site investigation of the project areas to verify mapping accuracy, examine the condition of catch basins and manholes and examine site drainage.
- Conduct pavement distress surveys on all street segments to identify areas with distresses indicating the potential for soft and/or failed subgrade. This task will identify areas with moderate to high severity fatigue (alligator) cracking, which is commonly associated with soft and/or failed subgrade, particularly if rutting, pumping, and/or potholes also exist in these areas. This task includes a 1 hour site visit to each project area to evaluate existing conditions with City Staff, Wallis Engineering and GeoDesign.

#### **2.2. Surveys Performed by Compass Land Surveyors.**

Compass specific Scope of Work is attached as exhibit A1.

- 2.2.1. Monument Research and Pre- and Post-Construction Monument Survey. Compass Land Surveyors will conduct research of the project areas to determine the presence of existing monuments. Following this research effort, pre-construction surveys will be conducted and recorded with Clackamas County to record the location of all monuments within the project areas. A post-construction survey will be recorded with the County following construction,

and will include all monuments replaced during construction and the verified location of undisturbed monuments. Compass will provide construction staking for the replacement of all disturbed monuments during construction.

- 2.2.2. **Street Improvement Topographical Survey.** Topographical survey is necessary to provide the appropriate level of detail for the roadway profile and to evaluate proposed roadway/parking lot drainage. Compass Land Surveyors will complete base map, surface and field topographic survey for the Charman Court and the Pioneer Parking Lot #2 project segments. Compass had on file a survey dated May 2015 which included site topography data for Buchanan Street, 13th Street, and 14th Street. After reviewing the data, it is our assumption that this survey data is adequate for the proposed improvements for this project segment.
- 2.2.3. **Pedestrian Ramp Topographical Survey (Contingency Task).** Compass Land Surveyors will complete base map, surface and field topographic survey as needed to complete the final design of pedestrian ramps where field fitting construction by a contractor is not practical. Topographical survey may be needed in isolated areas for each project segment to provide the appropriate level of detail for the design of curb ramps with steep or flat grades and for drainage issues. All work under this contingency task shall be on an as needed basis and shall be first authorized with a separate written Notice-to-Proceed. For estimating purposes, a total of 2 days of field time accompanied by oversight from a licensed surveyor and technician have been included for the entire project.
- 2.3. **Base Map Preparation.** Prepare a project base map utilizing City GIS and information obtained from other tasks. This base map will include edge of pavement, curb lines, and approximate location of utilities, including valve boxes, manholes, catch basins, and other utility structures. The base map will also include the collected monument information and any topographic survey information collected.
- 2.4. **ADA Compliancy Review.** Conduct intersection reviews based on aerial and street-view imagery to identify existing curb ramp locations and locations where new curb ramps are needed. Evaluate existing curb ramps on-site for ADA compliance and document using the FHWA checklist.
- 2.5. **Utility Notification.** Notify private utility providers of the proposed improvements and coordinate to determine if any infrastructure improvements are planned in these areas. Maps of the project areas will be sent to each private utility. The maps will be followed up with phone conversations and a letter or email to each utility. If utilities are planning improvements, Wallis Engineering will coordinate with the City regarding any scheduling impacts. It is anticipated that the first notification will be sent to all utilities by January 19th, 2015. Coordinate with City staff in regards to maintenance upgrades that may be required for water, storm sewer, and sanitary sewer infrastructure in the project areas not previously identified.

**Task 2 Assumptions:**

- The City will provide City GIS information in AutoCAD format and available asbuilts for use by Wallis Engineering.
- The survey dated May 2015 completed by Compass Land Surveying for a separate City project which included site topography data for Buchanan Street, 13th Street, and 14th Street contains enough detailed information to complete the vertical design for these street segments.
- Existing monuments on 13th Street, 14th Street, Buchanan Street and Trillium Park Drive are assumed to be outside of the construction area and will not be disturbed during construction, so pre and post monumentation surveys are not warranted. However, monument locations will be recorded as a precaution in the event that these monuments are disturbed.

**EXHIBIT A**

- The City will provide information on historical drainage issues and other proposed City utility needs including all existing drainage, sewer and water structures requiring repair, modification or replacement.
- All project sites, with exception to 13th Street, 14th Street, Buchanan Street and Trillium Park Drive, will require a pre- and post-record of survey (including Clackamas County filing fees) as well as field time to re-set monuments during construction.
- Approximately 44 curb ramps will be evaluated for ADA compliance.
- The City will complete potholing of existing public utility lines and services as necessary in project areas requiring full reconstruction to identify utility conflicts with the proposed reconstruction section.

***Task 2 Deliverables:***

- Pre- and post-construction record of survey.
- Project base map and topographical survey in AutoCAD format.
- ADA compliancy documentation.
- Utility contact list.
- Informational letters and project notices to each affected utility.

**TASK 3 Pavement Evaluation Services**

See Exhibit A2 for GeoDesign specific scope of work.

- 3.1. *Field Investigation.*** GeoDesign will conduct GPR testing and pavement coring to estimate the existing pavement thickness along segments. GeoDesign, Wallis Engineering and City staff will complete a field survey of existing pavement conditions to identify probable areas of subgrade deficiencies. Traffic Control will be provided by a subcontractor for this work as needed.
- 3.2. *Pavement Design and Plan Review.*** GeoDesign will develop recommendations for pavement sections for the street segments the City has proposed for reconstruction (i.e., 9th Street, 6th Street, Jefferson Street, John Adams Street, Jackson Street, 10th Street, 13th Street, 14th Street and Buchanan Street). The road section recommendations will be based on field data, soil samples or other testing methods used to determine the existing road subgrade stiffness value and traffic counts available through the City's web site. Where traffic counts are not available, assumed values will be made in collaboration with the City. GeoDesign will assist the design team in preparation of project specifications related to the recommended pavement sections.
- 3.3. *Cement Strength Laboratory Testing (Contingency Task).*** GeoDesign will develop cement amendment designs based on laboratory testing of in-situ materials obtained from field sampling for project segments proposed to include cement treated base processes identified in previous tasks. All work under this contingency task shall be on an as approved basis and shall be first authorized with a separate written Notice-to-Proceed.

***Task 3 Assumptions:***

- All permitting requirements and fees will be completed by the City.
- Full reconstruction road sections will be determined through work completed under Task 3.3.

***Task 3 Deliverables:***

- Field investigation findings summary letter.
- Construction material specification recommendations.
- Proprietary pavement mix design specification.
- Provide street section recommendations for full reconstruct areas.

**EXHIBIT A**

- Provide optimal cement content for CTB materials.

## **TASK 4      Design Phase**

**4.1.      *Predesign Report.*** A brief pre-design memo will be prepared, discussing the following items:

- An outline of the project areas.
- A summary of the pavement evaluation and recommended pavement design section for each area.
- A summary of known drainage issues and recommended solutions.
- A summary of the required ADA curb ramps improvement locations. FHWA checklists will be provided as an appendix.
- A summary of any public/private utility improvement projects/upgrades.
- Discussion on maintaining traffic and public access during construction.
- An outline of contract documents, including scale and level of detail on plan sheets.

**4.2.      *50% Plans, Specifications Outline and Opinion of Cost***

4.2.1. Plans will be prepared to 50% design level for pavement, curb ramp and utility improvements as determined in the predesign phase. Drawing format will be AutoCAD Civil 3D 2013, and will be prepared using standard City title block as provided by the City. Plans will include the following:

- Plans and detail sheets. Where necessary, more detail will be included such as centerline or curb line profiles (if topographical survey is available), striping plans, utility improvement plans and demolition plans.
- Traffic control details.
- Erosion control plans prepared to meet City standards.
- The following is the anticipated list of plan sheets:

<b>Description</b>	<b>Sheets</b>	<b>Running Total</b>
Cover, Drawing Index	1	1
Legend and General Notes	1	2
Sheet Layout Map	1	3
Plan Sheet – 5 <sup>th</sup> Street	1	4
Plan Sheet – 6 <sup>th</sup> Street	1	5
Plan Sheet – John Adams St.	1	6
Plan Sheet – Jefferson St.	1	7
Plan Sheet – 9 <sup>th</sup> Street	1	8
Plan Sheet – Madison St.	1	9
Plan Sheet – Jackson St.	1	10
Plan Sheet – 10 <sup>th</sup> Street	1	11
Plan Sheet – Trillium Park Dr.	1	12
Plan Sheet – Pioneer Parking Lot #1	1	13
Plan Sheet – Pioneer Parking Lot #2	1	14
Plan Sheet – Charman Court	1	15

**EXHIBIT A**



Plan Sheet – 13 <sup>th</sup> Street	1	16
Plan Sheet – 14 <sup>th</sup> Street	1	17
Plan Sheet – Buchanan Street	1	18
Pedestrian Ramp Details	12	30
Details	5	35

4.2.2. A specifications outline and 50% opinion of cost will be prepared.

**4.3. 90% Plans, Specifications and Opinion of Cost.** 90% plans will be prepared incorporating review comments from the City. Specifications will use City of Oregon City standards and the “2015 Oregon/APWA Standard Specifications for Public Works Construction”. Special Provisions will be prepared, as needed, to address project work not adequately covered in the Standard specifications and will include any Special Provisions previously prepared by the City to address asphalt concrete workmanship. Wallis Engineering will attend one meeting to review City comments. Design will include:

- Vertical and grading design for the 13th Street, Buchanan Street, and 14th Street project segments.
- Two-dimensional curb ramp retrofit/replacement layouts. Layouts will be developed to the extent possible based on City GIS information and field measurements. Ramp layouts will conform to PROWAG and ODOT/APWA standards utilizing City and ODOT standard drawings. It is assumed the construction contractor will be ultimately responsible for new ramps meeting ADA requirements. Wallis Engineering will coordinate final layout and grades with the construction contractor under Task 6.
- Detailed Curb Ramp Design (Contingency Task). Additional topographic survey, as discussed in Task 2.2, may be needed to aid in the design of curb ramps and utilities. Curb ramp design completed under this task will include detailed grading and dimensional information for each curb ramp based on the gathered topographic survey. For estimating purposes, a total of 8 curb ramps are anticipated to require this detailed design approach.
- Develop a design to eliminate existing stormwater ponding during rainfall events near the intersection of Charman Ct and Cherry Avenue.

**4.4. Final Plans, Specifications and Opinion of Cost** Final plans, specifications, and an opinion of cost will be prepared as a reproducible set incorporating review comments from the City.

**Task 4 Assumptions:**

- Of the 49 existing ramps within the proposed project areas, approximately 44 ramps appear to require reconstruction based on a preliminary visual survey of existing ramp geometry using aerial and street view software. It is assumed that adequate Right of Way is available for these reconstructions.
- The contingency task for detailed curb ramp design assumes that a maximum of 8 ramps will require this approach.
- Signing and striping improvements will be limited to replacing the existing delineation and signs in like kind and location unless specifically noted.
- Utility improvements will be limited to adjusting existing structures to grade and adjusting grades of drainage inlets as needed. No new utility installation is included.
- Traffic control plans included in the Contract plans will be limited to general notes and ODOT standard plans. No site-specific traffic control plans will be prepared. It is assumed that the Contractor will prepare detailed and site specific traffic control plans.

- The City will provide legal review of all front-end bidding documents.
- Wallis Engineering will attend one meeting to review City comments. The hours and cost for this meeting is incorporated under task 1.

***Task 4 Deliverables:***

- Predesign report.
- Electronic versions of the 50%, 90% and final PS&E.

**TASK 5      Bidding Phase**

**5.1.      *Bidding Services*** Wallis Engineering will provide bidding services to the City, including responding to bidder's questions and preparing up to two (3) addenda (as needed). A summary sheet of all bidder questions and responses will be provided to the City following the opening of bids, or as requested.

***Task 5 Assumptions:***

- City will distribute the contract documents, maintain a plan holder's list, and distribute addenda as needed.
- Wallis Engineering will not attend the bid opening.

***Task 5 Deliverables:***

- Addenda (as needed).
- Bidder question and response summary sheet.
- Recommendation of Award.

**TASK 6      Construction Phase**

The Consultant will provide construction administration and inspection services with support from the City for additional inspection, public notifications and other coordination related items as needed. Construction phase services shall include:

**6.1.      *Construction Administration***

- 6.1.1. Conduct the pre-construction meeting with City staff, the contractor and representatives of the utility companies to effectively communicate those areas of the project which will require special attention during construction.
- 6.1.2. Review monthly payment requests by the contractor, verify quantities included in each pay request and prepare payment recommendations to the City. Complete a final pay estimate at project completion.

**6.2.      *Construction Engineering and Field Inspection***

- 6.2.2. Review and respond to contractor submittals, shop drawings, requests for information, notifications of differing site conditions, the Contractor prepared Quality Control, Quality Assurance plan, Work plans and completed field testing for conformance to the contract documents. Consult with the City regarding the acceptability of material substitutes or 'as-equal' items proposed by the contractor.
- 6.2.3. Provide construction management oversight of the Contractor's work schedule and quality, coordinate construction tasks with City, public and other non-agency entities, and evaluate field design changes as necessary to complete the project. The budget assumes 5 hours per week for a sixteen-week construction period.
- 6.2.4. Attend weekly construction progress meetings to address construction related issues.

**EXHIBIT A**

- 6.2.5. Provide daily site inspections to monitor the quality and progress of the work. Provide inspector's daily report of construction activities for each day of inspection along with project photos. The budget assumes 45 hours per week for a sixteen-week construction period and includes assistance with monthly progress payments and attendance of the weekly meetings. Daily inspection services can be supplemented or replaced by City Staff at the discretion of the City.
- 6.2.6. Provide a final walk-through with the contractor and City staff at the project completion. Provide written punch list to the contractor and recommendation of final acceptance when appropriate.
- 6.2.7. Columbia West will provide ACP material verification testing to supplement the testing completed by the Contractor. Two verifications of the Contractor's approved mix designs and maximum density are assumed for this task. Mix design verification will be completed through observation of the asphalt supplier's technician completing the verification. Columbia West's scope of work is attached as exhibit A3.
- 6.2.8. Compass will provide construction staking for monuments shown in the contract to be replaced or reset by the Contractor.
- 6.2.9. Prepare record drawings for any utility improvements upon completion of construction.

***Task 6 Assumptions:***

- Inspection hours based on a sixteen-week construction schedule at 45 hours per week.
- Construction staking services will be provided by the Contractor (as needed).
- Quality control testing services and material laboratory analysis will be provided by the Contractor with the exception of verification testing by a 3rd Party included in this scope of work. Mix design verification is assumed to utilize the ACP mixture supplier's equipment and technician with oversight from Columbia West.
- Post-Construction asbuilt survey will not be performed.

***Task 6 Deliverables:***

- Monthly pay estimates and recommendations.
- Submittal comments and response log.
- Inspector's daily report for each working day of inspection.
- Weekly meeting minutes for each construction meeting.
- Final Punch List and Recommendation of Final Acceptance.
- Mix design and density verification reports.
- Electronic version of Record Drawings.

**EXHIBIT A**

**Exhibit B - Fee Estimate**  
**City of Oregon City - 2016 Pavement Improvements**  
**WE #1412A**  
December 2015

		E1	E3	E4	E6	T1	C1	Staff Cost	Expenses	GeoDesign	Col. West	Compass	Total Cost
<b>BASE CONTRACT</b>													
<b>Task 1</b>	<b>Project Management and Administration</b>	\$160	\$130	\$105	\$88	\$99	\$70						
1.1	Define Project Objectives	2	8	8			2	\$2,340	\$25 (M)				\$2,365
1.2	Project Management & Administration												
1.2.1	Project Schedule	1	4				1	\$750					\$750
1.2.2	Monthly Status Reports		20				4	\$2,880	\$20 (P)				\$2,900
1.2.3	Three Project Meetings		18	12				\$3,600	\$75 (M)				\$3,675
	<b>TASK 1 SUBTOTAL</b>	<b>3</b>	<b>50</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>\$9,570</b>	<b>\$120</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,690</b>
<b>Task 2</b>	<b>Data Collection</b>												
2.1	Site Investigation and Data Collection		8	20	8			\$3,844	\$50 (M)				\$3,894
2.2	Survey												
2.2.1	Monument Survey		4					\$520				\$26,147	\$26,667
2.2.2	Topographic Street Survey		2	8		8		\$1,892				\$3,300	\$5,192
2.2.3	Topographical Survey Curb Ramp (Contingency Task)		2	8		8		\$1,892				\$4,004	\$5,896
2.3	Base Map Preparation		4	12	6	24		\$4,684					\$4,684
2.4	ADA Compliance Review		16	24	8	8		\$6,096	\$50 (M)				\$6,146
2.5	Private Utility Notification		2	4	8		4	\$1,664					\$1,664
	<b>TASK 2 SUBTOTAL</b>	<b>0</b>	<b>38</b>	<b>76</b>	<b>30</b>	<b>48</b>	<b>4</b>	<b>\$20,592</b>	<b>\$100</b>	<b>\$0</b>	<b>\$0</b>	<b>\$33,451</b>	<b>\$54,143</b>
<b>Task 3</b>	<b>Pavement Evaluation Services</b>												
3.1	Field Investigation		8					\$1,040		\$32,395			\$33,435
3.2	Pavement Design and Plan Review		4	2				\$730	\$30 (M)	\$10,725			\$11,485
3.3	Cement Strength Lab Testing (Contingency Task)		4	2				\$730		\$16,500			\$17,230
	<b>TASK 3 SUBTOTAL</b>	<b>0</b>	<b>16</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$2,500</b>	<b>\$30</b>	<b>\$59,620</b>	<b>\$0</b>	<b>\$0</b>	<b>\$62,150</b>
<b>Task 4</b>	<b>Design Phase</b>												
4.1	Predesign Report	1	6	12			4	\$2,480	\$20 (P)				\$2,500
4.2	50% Plans, Specifications, and Opinion of Cost	4	68	60	40	120		\$31,180	\$25 (P)				\$31,205
4.2.1	50% Plan Design												
4.2.2	50% Opinion of Cost and Specification Outline												
4.3	90% Plans, Specifications, and Opinion of Cost	6	40	48	16	48		\$17,360	\$25 (P)				\$17,385
	Detailed Curb Ramp Design (Contingency Task)	1	6	24	12	16		\$6,100					\$6,100
4.4	Final Plans, Specifications, and Opinion of Cost	6	16	32		12		\$7,588	\$75 (P)				\$7,663
	<b>TASK 4 SUBTOTAL</b>	<b>18</b>	<b>136</b>	<b>176</b>	<b>68</b>	<b>196</b>	<b>4</b>	<b>\$64,708</b>	<b>\$145</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$64,853</b>
<b>Task 5</b>	<b>Bidding Phase</b>												
5.1	Bidding Services		5	16			10	\$3,030					\$3,030
	<b>TASK 5 SUBTOTAL</b>	<b>0</b>	<b>5</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>\$3,030</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,030</b>
<b>Task 6</b>	<b>Construction Phase Services</b>												
6.1	Construction Administration												
6.1.1	Pre-Construction Meeting		8	4			2	\$1,600	\$30 (M)				\$1,630
6.1.2	Monthly Progress Payments (4)		16					\$2,080					\$2,080
6.2	Construction Engineering And Field Inspection												
6.2.1	Submittal and RFI Review		20	40			8	\$7,360					\$7,360
6.2.2	Construction Management		80					\$10,400					\$10,400
6.2.3	Progress Meetings		48					\$6,240	\$360 (M)				\$6,600
6.2.4	Construction Inspection		40	720				\$80,800	\$2,100 (M)	\$27,500			\$110,400
6.2.5	Final Inspection		12	20				\$3,660	\$60 (M)				\$3,720
6.2.6	Quality Assurance Material Testing		2					\$260			\$3,949		\$4,209
6.2.7	Monument Survey Staking							\$0				\$1,320	\$1,320
6.2.8	As-Built Drawings		2	8		8		\$1,892					\$1,892
	<b>TASK 6 SUBTOTAL</b>	<b>0</b>	<b>228</b>	<b>792</b>	<b>0</b>	<b>8</b>	<b>10</b>	<b>\$114,292</b>	<b>\$2,550</b>	<b>\$27,500</b>	<b>\$3,949</b>	<b>\$1,320</b>	<b>\$149,611</b>
<b>TOTAL</b>		<b>21</b>	<b>473</b>	<b>1,084</b>	<b>98</b>	<b>252</b>	<b>35</b>	<b>\$214,692</b>	<b>\$2,945</b>	<b>\$87,120</b>	<b>\$3,949</b>	<b>\$34,771</b>	<b>\$343,477</b>

<b>FEE SUMMARY</b>			
Staff	Hours	Rate	Fees
E1 - Engineer 1	21	\$160	\$3,360
E3 - Engineer 3 (PM)	473	\$130	\$61,490
E4 - Engineer 4	1084	\$105	\$113,820
E6 - Engineer 6	98	\$88	\$8,624
T1 - Technician 1	252	\$99	\$24,948
C1 - Clerical 1	35	\$70	\$2,450
<b>Total Fees from Staff</b>			<b>\$214,692</b>
Subconsultant			Fees
GeoDesign (Geotech)			\$87,120
Compass (Surveying)			\$34,771
Columbia West (QA Testing)			\$3,949
<b>Total Fees from Subconsultants</b>			<b>\$125,840</b>
<i>NOTE: Fee includes 10% markup</i>			
Expenses			Cost
Printing (P)			\$165
Mileage (M)			\$2,780
<b>Total Fees from Expenses</b>			<b>\$2,945</b>
<b>TOTAL BUDGET</b>			<b>\$343,477</b>



## 2016 RATE SCHEDULE

<u>Staff</u>	<u>Rate</u>
Quality Control Manager	\$204.00/hour
Principal Engineer	\$175.00/hour
Engineer 1	\$160.00/hour
Engineer 2	\$148.00/hour
Engineer 3	\$130.00/hour
Engineer 4	\$105.00/hour
Engineer 5	\$99.00/hour
Engineer 6	\$88.00/hour
Inspector	\$90.00/hour
Senior Designer	\$125.00/hour
Technician 1	\$99.00/hour
Technical Writer	\$88.00/hour
Clerical 1	\$70.00/hour

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

### **EXHIBIT A**



December 28, 2015

Mr. Paul Rudwick  
Wallis Engineering  
215 W. 4<sup>th</sup> Street, Suite 200  
Vancouver, Washington 98660

**RE: SCOPE AND FEE FOR PROPOSED SURVEY SERVICES  
CITY OF OREGON CITY-2016 PAVING IMPROVEMENT PROJECTS**

Dear Mr. Rudwick:

Compass Land Surveyors is pleased to provide the following proposal for the above referenced project for your consideration.

**Buchanan Street**

This project site will entail full depth reconstruction of portions of Buchanan Street, 13<sup>th</sup> Street and 14<sup>th</sup> Street. Survey records research indicates the presence of several right of way monuments along the project corridor. Although the right of ways are relatively narrow, it is not expected that any of the monuments should be disturbed. Therefore, it is not anticipated that a Pre-Construction Record of Survey will be required. As a precaution, however, it is recommended that fieldwork be performed to locate and tie any existing monuments along the corridor right of way to ensure that a current record of the description and location of any monument is available should any of them end up being disturbed by construction. The scope of this work does not include fieldwork to replace any disturbed monument nor the subsequent cost to prepare a Record of Survey.

Scope: Research and field surveying to recover and tie positions of existing monuments along the right of way within the project limits.

*Pre-Construction Monumentation Tie Out*

Staff Type	Hours	Rate	Total
Senior Surveyor	3	110.00	330.00
Field Crew	8	150.00	1200.00
Total			1530.00



**Jackson-12<sup>th</sup> to 16<sup>th</sup>; 10<sup>th</sup>-Jackson to VanBuren; 9<sup>th</sup>-John Adams to Monroe**

These three project sites will entail full depth reconstruction of portions of these roads and will also include the installation of several new ADA ramps. Survey records research indicates the presence of several right of way monuments as well as a possible centerline monument. A Pre-Construction Record of Survey will be required as it is anticipated that one or more of the monuments will be disturbed. Following completion of construction, it is assumed that a Post-Construction Record of Survey will be required.

Scope: Research, field surveying calculating and drafting to prepare and file a Pre-Construction Record of Survey and a Post-Construction Record of Survey.

*Pre-Construction Record of Survey*

Staff Type	Hours	Rate	Total
Senior Surveyor	12	110.00	1320.00
Field Crew	20	150.00	3000.00
Survey Tech	4	85.00	340.00
ACAD Tech	8	85.00	640.00
Reprographic Fee			35.00
Filing Fee			400.00
		Total	5735.00

*Establish location of centerline monument box for contractor (only if an existing monument is found during the Pre-Construction Record of Survey at 12<sup>th</sup> and Jackson)*

Staff Type	Hours	Rate	Total
Field Crew	2.5	150.00	375.00
		Total	375.00

*Post-Construction Record of Survey*

Staff Type	Hours	Rate	Total
Senior Surveyor	8	110.00	880.00
Field Crew	12	150.00	1800.00
ACAD Tech	6	85.00	510.00
Reprographic Fee			35.00
Filing Fee			400.00
		Total	3645.00

**Carnegie Center Area: Parking lot at 6<sup>th</sup> and Washington, 5<sup>th</sup> Street, 6<sup>th</sup> Street, John Adams Street, Jefferson Street**

This project site will entail full depth reconstruction on portions of 6<sup>th</sup> Street, John Adams Street and Jefferson Street, 2 inch inlay on 5<sup>th</sup> Street and new parking lot improvements at 6<sup>th</sup> and Washington Street and will also include the installation of several new ADA ramps. Survey records research indicates the presence of several right of way monuments as well as offset monuments in the right of way and a centerline monument in John Adams Street. A Pre-Construction Record of Survey will be required as it is anticipated that one or more of the monuments will be disturbed. Following completion of construction, it is assumed that a Post-Construction Record of Survey will be required.

Scope: Research, field surveying calculating and drafting to prepare and file a Pre-Construction Record of Survey and a Post-Construction Record of Survey.

*Pre-Construction Record of Survey*

Staff Type	Hours	Rate	Total
Senior Surveyor	10	110.00	1110.00
Field Crew	14	150.00	2100.00
Survey Tech	4	85.00	340.00
ACAD Tech	8	85.00	680.00
Reprographic Fee			35.00
Filing Fee			400.00
		Total	4665.00

*Establish location of centerline monument box for contractor in John Adams Street*

Staff Type	Hours	Rate	Total
Field Crew	2.5	150.00	375.00
		Total	375.00

*Post-Construction Record of Survey*

Staff Type	Hours	Rate	Total
Senior Surveyor	8	110.00	880.00
Field Crew	12	150.00	1800.00
ACAD Tech	6	85.00	510.00
Reprographic Fee			35.00
Filing Fee			400.00
		Total	3625.00

Scope: Field surveying and office work to prepare a topographic site map of the parking lot at 6<sup>th</sup> and Washington. Mapping will locate surface features related to existing improvements as well as tone marks for underground utilities. No depth of underground utilities will be provided. No property lines or right of way lines will be determined.

*Topographic Mapping of Parking Lot at 6<sup>th</sup> and Washington (includes request for public utility locates; no utility depths required).*



December 28, 2015

Mr. Paul Rudwick – Wallis Engineering

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Staff Type	Hours	Rate	Total
<i>Senior Surveyor</i>	<i>2</i>	<i>110.00</i>	<i>220.00</i>
<i>Field Crew</i>	<i>4</i>	<i>150.00</i>	<i>600.00</i>
<i>Survey Tech</i>	<i>4</i>	<i>85.00</i>	<i>340.00</i>
<i>ACAD Tech</i>	<i>4</i>	<i>85.00</i>	<i>340.00</i>
		<i>Total</i>	<i>1500.00</i>

**Madison-12<sup>th</sup> to 15<sup>th</sup> Street**

This project site will entail 2 inch inlay on Madison Street between 12<sup>th</sup> and 15<sup>th</sup>. Survey records research indicate the presence of several right of way monuments as well as the possibility of a centerline monument at 15<sup>th</sup> and Madison and at 13<sup>th</sup> and Madison. If the two centerline monuments are not found, a Pre-Construction Record of Survey is not anticipated to be required as it is not expected that any of the right of way monuments will be disturbed. If centerline monuments are found, additional work related to a Pre-Construction Record of Survey, Establishment of Centerline Monument Box Locations for Contractor and preparation of a Post-Construction Record of Survey will be required. However, rather than preparing a separate Pre-Construction and Post-Construction Record of Survey for this site, the Pre-Construction Record of Survey and Post-Construction Record of Survey being performed for the Jackson-12<sup>th</sup> to 16<sup>th</sup> site will be expanded to include this site. The additional costs to expand the survey work on the Jackson-12<sup>th</sup> to 16<sup>th</sup> site to include any required work at this site should centerline monuments be present is listed below.

Estimated Fee: Research and field surveying to search for and tie any centerline monuments within the project corridor.

*Pre-Construction Centerline Monumentation Research and Site Investigation*

Staff Type	Hours	Rate	Total
Senior Surveyor	3	110.00	330.00
Field Crew	3	150.00	450.00
		Total	780.00

*Additional Work to Expand Pre-Construction Record of Survey for Jackson Street to include this site*

Staff Type	Hours	Rate	Total
Senior Surveyor	6	110.00	220.00
Field Crew	6	150.00	900.00
ACAD Tech	3	85.00	255.00
		Total	1375.00

*Establish location of centerline monument box for contractor in Madison Street (if required)*

Staff Type	Hours	Rate	Total
Field Crew	3	150.00	450.00
		Total	450.00

*Additional Work to Expand Post-Construction Record of Survey for Jackson Street to include this site*

Staff Type	Hours	Rate	Total
Senior Surveyor	3	110.00	330.00
Field Crew	4	150.00	600.00
ACAD Tech	3	85.00	255.00
		Total	1185.00

**Charman Street at Cherry Avenue**

This project site will entail full depth reconstruction of Charman Street west of Cherry Avenue for approximately 180 feet. Survey records research indicates the presence of several right of way monuments along the project corridor. Assuming the road is centered in the right of way, it is not expected that any of the monuments should be disturbed. Therefore, it is not anticipated that a Pre-Construction Record of Survey will be required. As a precaution, however, it is recommended that fieldwork be performed to search for a sufficient number of right of way monuments within the project corridor to confirm that the right of way is reasonably far enough from the proposed construction to avoid disturbance to any right of way monuments. It is proposed that this monumentation work will be performed at the same time as the topographic mapping required for this site. The scope of this work does not include fieldwork related to preparation of a Pre-Construction Record of Survey or Post-Construction Record of Survey should it turn out to be required.

Estimated Fee: Research, field surveying and drafting to prepare a topographic site map for the required portion of Charman Street. The topographic site map will show any existing right of way monuments found along the project corridor as well as required surface features within the project corridor. The right of way location of Charman Street will not be determined unless sufficient right of way monumentation can be recovered.

*Topographic Mapping of Charman Street*

Staff Type	Hours	Rate	Total
Senior Surveyor	2	110.00	220.00
Field Crew	4	150.00	600.00
Survey Tech	4	85.00	340.00
ACAD Tech	4	85.00	340.00
		Total	1500.00

**Trillium Park Drive**

This project sites will entail full depth reconstruction of a portion of Trillium Park Drive between Canyon Court and Swordfern Court for approximately 88 feet. Survey records research indicates the presence of several right of way and centerline monuments in the area. It is not expected that any of the right of way or centerline monuments will be disturbed. Therefore, it is not anticipated that a Pre-Construction Record of Survey will be required. As a precaution, however, it is recommended that fieldwork be performed to locate and tie any existing monuments along and within the corridor right of way to ensure that a current record of the description and location of any existing monument is available should any of them end up being disturbed by construction. The scope of this work does not include fieldwork to replace any disturbed monument nor the subsequent cost to prepare a Record of Survey.

Scope: Research and field surveying to recover and tie positions of existing monuments along and within the right of way of Trillium Park Drive within the project limits.

*Pre-Construction Monumentation Tie Out*

<b>Staff Type</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
<i>Senior Surveyor</i>	<i>3</i>	<i>110.00</i>	<i>330.00</i>
<i>Field Crew</i>	<i>6</i>	<i>150.00</i>	<i>900.00</i>
		<i>Total</i>	<i>1230.00</i>

**Contingency Topographic Mapping**

*This item will entail field and office work to provide topographic mapping services on an as-needed basis, as directed, at specific sites.*

Staff Type	Hours	Rate	Total
Senior Surveyor	2	110.00	220.00
Field Crew	16	150.00	2400.00
Survey Tech	4	85.00	340.00
ACAD Tech	8	85.00	680.00
		Total	3640.00

If you have any questions or require additional information, please contact our office.

Sincerely,



Don Devlaeminck, P.L.S.

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## INTRODUCTION

GeoDesign, Inc. is pleased to submit this proposal for pavement engineering services for the City of Oregon City, Oregon (City). We understand the City has identified several roadway segments proposed for rehabilitation or reconstruction during 2016. Table 1 lists the street segments and proposed improvements. The scope of this proposal is to conduct field investigations to assist in estimating the thickness of the surface layer of the streets planned for rehabilitation and to provide information necessary for recommending pavement sections for the streets planned for reconstruction. We propose subsurface explorations and ground penetrating radar (GPR) testing and analysis for estimating surface layer thickness and dynamic cone penetrometer (DCP) testing and analysis to support our pavement design recommendations. Our proposal also includes preliminary fee estimates to provide construction support.

**Table 1. Proposed Street Segments and Proposed Improvements**

Street	From	To	Approx. Length (feet)	Proposed Improvement
5 <sup>th</sup> Street	Washington Street (edge of intersection)	Monroe Street (50 feet beyond edge of intersection)	1150	Rehabilitation
6 <sup>th</sup> Street	Washington Street (edge of intersection)	Jefferson Street (edge of intersection)	680	Rehabilitation or Reconstruct
John Adams Street	5 <sup>th</sup> Street (edge of intersection)	7 <sup>th</sup> Street (edge of intersection)	630	Rehabilitation or Reconstruct
Jefferson Street	5 <sup>th</sup> Street (edge of intersection)	7 <sup>th</sup> Street (125 feet short of intersection)	510	Rehabilitation or Reconstruct
9 <sup>th</sup> Street	John Adams Street (through intersection and 5' beyond edge)	Monroe Street (15 feet from edge of intersection)	1080	Reconstruct
Madison Street	12 <sup>th</sup> Street (15 feet from edge of intersection)	15 <sup>th</sup> Street (15 feet from edge of intersection)	950	Rehabilitation
Jackson Street	12 <sup>th</sup> Street (15 feet from edge of intersection)	15 <sup>th</sup> Street (edge of intersection)	950	Rehabilitation or Reconstruct
Jackson Street	15 <sup>th</sup> Street (15 feet from edge of intersection)	16 <sup>th</sup> Street (15 feet from edge of intersection)	340	Rehabilitation or Reconstruct
10 <sup>th</sup> Street	Jackson Street (Edge of Intersection)	VanBuren Street (5 feet beyond edge of intersection)	270	Rehabilitation or Reconstruct

## Exhibit A2

Pioneer Parking Lot #1 (5th/Jefferson)	N/A	N/A	0	Spot Repair/Slurry
Pioneer Parking Lot # (6th/Washington )	N/A	N/A	170	Reconstruct AC
14 <sup>th</sup> Street	Prescott Street (Edge of Intersection)	Buchanan Street (Edge of Intersection)	210	Reconstruct
Buchanan Street	14th Street (Through intersection)	13th Street (Through intersection)	380	Reconstruct
13 <sup>th</sup> Street	Buchanan Street (Edge of Intersection)	Lincoln Street (Through Intersection)	230	Reconstruct

GeoDesign has previously estimated the thickness of the surface layer on 9<sup>th</sup> Street by conducting GPR testing and one core between Jackson and Madison. We propose additional subsurface explorations on 9<sup>th</sup> Street to assist in developing pavement designs.

### APPROACH

In general, our overall scope of work includes pavement investigation and analysis, pavement design, and construction support. We propose pavement investigations involving GPR testing, pavement borings, DCP testing, and pavement condition surveys. We propose utilizing the American Association of State Highway and Transportation Officials Guide for Design of Pavement Structures for developing our pavement section recommendations. The following sections describe our proposed scope of work in more detail.

### SCOPE OF WORK

#### ***TASK 1 – FIELD INVESTIGATION***

We propose GPR testing and pavement coring to estimate the existing pavement thickness with the exception of 9<sup>th</sup> Street where GPR testing was previously completed. For pavement cores, we recommend at least one core per block. Additionally on streets considered for rehabilitation, we recommend a minimum of two cores per street section with at least one core in patching areas, if present. In addition, we propose to complete a field survey of pavement conditions during a joint reconnaissance with Wallis and the City. The purpose of the field survey will be to identify sections of pavement for full depth repair during construction. Our specific scope of services for this task will include the following:

- Identify and mark coring locations and call in utility locates.
- Provide traffic control plans and traffic control through our subcontractor when required. We anticipate that permitting requirements and fees will be handled by City personnel.
- Complete a distress survey of the existing pavement segments and log the extent of moderate to high severity fatigue cracking and other distresses that are commonly associated with soft and/or failed subgrade.
- Explore subsurface conditions by completing core borings to depths of up to 3 feet below

## **EXHIBIT A**

ground surface (BGS). We estimate up to 28 cores at the following areas:

- 5<sup>th</sup> Street: Four cores
- 6<sup>th</sup> Street: Two cores
- John Adams Street: Two cores
- Jefferson Street: Two cores
- 9<sup>th</sup> street: Two cores
- Madison Street: Three cores
- Jackson Street: Four cores (total of two sections)
- 10<sup>th</sup> Street: Two cores
- 14<sup>th</sup> Street: One core
- Buchanan Street: Two cores
- 13<sup>th</sup> Street: One core
- 5<sup>th</sup> and Jefferson Parking Lot: Two cores
- 6<sup>th</sup> and Washington Parking Lot: One core
- Maintain a detailed log of the explorations. Classify the subgrade soil during field explorations. Obtain samples of the pavement, base, and subgrade materials encountered.
- Conduct DCP testing at one to two locations per street section. Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- Conduct laboratory testing to determine the in situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction. In areas marked for reconstruction, conduct atterberg limits tests on clayey soils.
- Conduct GPR tests in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street section (excluding parking lots) being considered for rehabilitation.
- Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be supplemented by subsurface exploration data.

## ***TASK 2 – PAVEMENT DESIGN AND PLAN REVIEW***

We propose assisting the design team in developing recommendations for pavement rehabilitation and reconstruction sections. Evaluation of alternatives will require an estimate of the subgrade soil stiffness along the street segments, together with an estimate of the traffic volumes and truck classifications along each segment. In addition, we will work with the City and Wallis to review plans and specifications. Our specific scope of services for this contingency task will include the following:

- Review field and laboratory results.
- Summarize pavement thickness data.
- Calculate resilient modulus of the subgrade based on DCP results.
- Estimate existing pavement capacity on rehabilitation candidates.
- Analyze traffic loadings based on 2014 classification counts available through the City's web site.
- Provide recommendations for pavement repair and/or patching where required.
- Provide recommendations for pavement rehabilitation thickness.
- Provide recommended pavement sections for reconstruction; with a focus on potential candidates for full depth reclamation and/or in place cement amended base.



- Provide recommendations for materials and construction.
- Complete a draft letter report summarizing our findings and recommendations.
- Provide pavement design support including pavement material recommendations and consulting with design team personnel.
- Review pavement-design specific portions of the plans and specifications
- Attend 50 and 90 percent plan review meetings with the City and Wallis Engineering.
- Provide a final letter report summarizing our recommendations and the recommendations of the design team.

### ***TASK 3 – CONSTRUCTION SUPPORT***

We propose assisting the design team with regard to construction activities. It is difficult to accurately estimate our fee because our time on the project will depend on the rate at which construction proceeds, weather conditions, the number of required site visits, and the amount of time required during each site visit. For budgetary purposes and based on the information available at the time of this estimate, we have assumed the following involvement with the project.:

- Attend pre-construction meetings for road construction where applicable.
- Provide requests for information (RFI) and review material submittals when requested. We estimate up to two RFI responses for rehabilitation paving and up to four RFI responses for reconstruction paving.
- Provide field support for reconstruction projects during construction when requested. We estimate up to five street sections will be reconstructed. We realize that actual field conditions and contractor schedule will affect the overall budget, however for budgeting purposes, we estimate the following field construction observation time per reconstruction street:
  - Up to two full time (9 hour) visits per street by a staff engineer
  - Up to three part time( 5 hour) visits per street by a staff engineer
  - Assorted field equipment
  - Laboratory testing on up to two unconfined compression tests of cement amended samples per street.
  - Up to 4 hours per street for PM/Senior Associate
- Attend up to three meetings during construction to discuss progress and assist the project team where applicable.

### ***CONTINGENCY TASK: CEMENT STRENGTH LABORATORY TESTING***

If desired by the City, conduct laboratory trials on select streets slated for reconstruction with cement amended base material. Laboratory results will include cement content by dry weight based on a target unconfined compressive strength. For each street section selected for laboratory cement trials, we recommend the following additional scope of work.

- Collect bulk samples of asphalt concrete, aggregate base, and subgrade from exploration cuttings and transport cuttings to the lab. A total of at least four explorations are required per cement design. Extra explorations will be required.
- Identify construction methodology and preliminary pavement sections
- Combine laboratory samples based on preliminary pavement sections.

- Complete a maximum moisture/density curve on the combined sample.
- Combine soil trials samples at up to three cement contents
- Cure samples in laboratory conditions for seven days.
- Perform unconfined compressive testing on samples
- Estimate optimal cement content for construction based on laboratory trials.

## SCHEDULE AND FEE

We will schedule our work upon receipt of a signed task order from Wallis Engineering. Please note that our field schedule will need to be flexible because dry pavement is required to complete the GPR measurements. During our analysis, we will provide information as it develops and provide regular status updates. We will complete the work for Tasks 1 through 3 as described above on a time-and-expense basis for the not-to-exceed fee itemized below. Should the City authorize the two contingency tasks, we will complete the work for Tasks 1 through 5 as described above on a time-and-expense basis for the not-to-exceed fee itemized below.

<b><i>TASK 1 – FIELD INVESTIGATION</i></b>	<b>Estimated Fee</b>
Field labor, equipment, and materials	\$12,000
Laboratory	1,700
Reporting, meetings, and project management	1,500
Subcontractor fees	<u>14,250</u>
<b>SubTotal</b>	<b>\$29,450</b>
<b><i>TASK 2 – PAVEMENT DESIGN AND PLAN REVIEW</i></b>	
Analysis and reporting	\$4,350
Plan review, meetings, and project management	<u>5,400</u>
<b>SubTotal</b>	<b>\$9,750</b>
<b><i>TASK 3 – CONSTRUCTION SUPPORT (Estimate)</i></b>	
Staff Engineer, construction observation, 165 hours assumed	\$15,850
Assorted lab tests, equipment charges, mileage	\$3,600
Senior Associate, construction observation and meetings, 20 hours assumed	3,700
Senior Associate, RFI responses and consulting, 10 hours assumed	<u>1,850</u>
<b>SubTotal</b>	<b>\$25,000</b>
<b>Total (Tasks 1 – 3):</b>	<b>\$64,200</b>
<b><i>CONTINGENCY TASK - LABORATORY CEMENT DESIGNS (each)</i></b>	
Field labor, equipment, and materials	\$1,000
Laboratory	2,000
Analysis, reporting, and project management	800
Subcontractor fees	<u>1,200</u>
<b>SubTotal</b>	<b>\$5,000</b>

## **EXHIBIT A**

Exhibit A2

Assume Three Designs	\$15,000
Total (With contingency three designs):	\$79,200

♦ ♦ ♦



December 21, 2015

Mr. Wes Wegner  
Wallis Engineering  
215 W. 4<sup>th</sup> Street, Suite 200  
Vancouver, WA 98660  
Phone: 360-852-9160  
Email: wes.wegner@walliseng.net

**Re: Contract for Material Testing and Observation Services  
Oregon City Annual Paving Projects - QA  
Oregon City, Oregon**

Mr. Wegner:

Columbia West Engineering, Inc. (Columbia West) is pleased to provide this proposal agreement / contract with attached standard terms and conditions and fee schedule (Exhibits A and B, 3 pages) for requested testing and observation services.

It is our understanding that you are requesting the following testing and observation services for the above-referenced project located in Oregon City, Oregon. The terms and conditions set forth in this contract are to provide the basis for the relationship between Columbia West and Wallis Engineering.

**Scope of Services.**

- 1) *Provide incinerator oven calibrations, asphaltic concrete mix design verification testing and observation, and theoretical max density (Rice) testing.*
- 2) *Services will be provided on an on-call basis. Electronic copies of reports will be distributed to relevant and requested parties.*

**Start Time/Completion Time/Schedule.** Services will be performed at an on-call basis according to your request and schedule.

**EXHIBIT A**

**Exhibit C**  
**Oregon City Paving QA**  
**Oregon City, Oregon**  
**Construction Testing and Observation Estimate**



**ESTIMATE BASED ON ASSUMED NUMBER OF SITE VISITS**

Item					Billing Rate	Estimated Total					
Sampling and Observations											
Incinerator Calibration P/U	2	trips at	2	hours/ea	\$25	mileage	\$0	dens/equip fee	\$65	/hr	\$310.00
Gyro Sample Obs and P/U	2	trips at	5	hours/ea	\$25	mileage	\$0	dens/equip fee	\$65	/hr	\$700.00
Rice Sample P/U	3	trips at	2	hours/ea	\$25	mileage	\$0	dens/equip fee	\$65	/hr	\$465.00
subtotal =										\$1,475.00	
Laboratory Services											
Incinerator Calibration (contractor supplied calibration sample)	2	tests					\$400.00	/ea	\$800.00		
Mix Design Verification (contractor fabricated gyratory sample)	2	tests					\$385.00	/ea	\$770.00		
Rice Density	3	tests					\$95.00	/ea	\$285.00		
subtotal =										\$1,855.00	
Miscellaneous Services											
Administrative Support	2	hours					\$45	/hr	\$90.00		
Project Management / Meetings	2	hours					\$85	/hr	\$170.00		
subtotal =										\$260.00	
TOTAL ESTIMATED COST:										\$3,590.00	

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth above, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Consultant is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services.

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the state of Oregon and that, if Consultant is a corporation, it is in good standing within the state of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

5. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Consultant under this Agreement and, unless Consultant is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due Consultant by reason of this Agreement.

(c) The payment of a claim in this manner

shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the state of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's

workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive General and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance. Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to



## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. Should contrary provisions be included in a Personal Services Agreement, those contrary provisions shall control over these conditions.

19. Calculation of Time. 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, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration. All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.