



City Council Meeting October 19, 2020

Executive Session 5:00pm

Work Session 5:25pm

Council Meeting 7:00pm

URA Meeting Following Council Meeting

(All held in Council Chambers)

This meeting is taking place with social distancing precautions in place:

- Councilors are participating virtually, via Zoom videoconferencing.

To Provide Public Comment:

- Written comments may be submitted to the City Recorder (Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR 97070).
- Digital comments (email) may be submitted to cityrecorder@ci.wilsonville.or.us.
- Individuals may participate online through the Zoom videoconferencing platform.
- Contact City Recorder at (503) 570-1506 cityrecorder@ci.wilsonville.or.us to register.

You can watch the City Council Meeting here:

You Tube: [youtube.com/c/CityofWilsonvilleOR](https://www.youtube.com/c/CityofWilsonvilleOR)

Zoom: <https://us02web.zoom.us/j/81536056468>

City of Wilsonville

Urban Renewal Agency Meeting

October 19, 2020



URA AGENDA

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY**

**OCTOBER 19, 2020
7:00 P.M.**

**CITY HALL
29799 SW TOWN CENTER LOOP
WILSONVILLE, OREGON**

Immediately Following the City Council Meeting

Chair Tim Knapp

Board Member Kristin Akervall
Board Member Ben West

Board Member Charlotte Lehan
Board Member Joann Linville

CALL TO ORDER

A. Roll Call

CITIZEN INPUT

This is an opportunity for visitors to address the Urban Renewal Agency Board on items *not* on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the Board will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

CONSENT AGENDA

A. **URA Resolution No. 311**

A Resolution Of The City Of Wilsonville Urban Renewal Agency Board Authorizing The City Manager To Execute A Professional Services Agreement Contract With Otak, Inc. For Construction Engineering Services For The 5th Street / Kinsman Road Extension Project (Capital Improvement Project #1139, 2099, 4196). (Weigel)

B. Minutes of the September 21, 2020 URA Meeting. (Veliz)

ADJOURN



**URBAN RENEWAL AGENCY MEETING
STAFF REPORT**

Meeting Date: October 19, 2020		Subject: URA Resolution No. 311 Authorizing the City manager to Execute a Professional Services Agreement with OTAK, Inc. for Construction Engineering Services for the 5 th Street / Kinsman Road Extension project (CIP No. 1139, 2099, & 4196). Staff Member: Zachary J. Weigel, P.E. Capital Projects Engineering Manager Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Board Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends the Urban Renewal Agency (URA) adopt the URA Consent Agenda.			
Recommended Language for Motion: I move to approve the URA Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: A.2. Complete the preliminary work necessary to solicit bids on Phase 1 of the Boones Ferry/Brown Road project (Old Town Escape – 5 th to Kinsman project)	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan Project RE-04	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE BOARD:

An Urban Renewal Agency Resolution approving a Professional Services Agreement for construction engineering services with OTAK, Inc. (OTAK) in the amount of \$378,719.67 for construction of 5th Street / Kinsman Road Extension (CIP #1139, 2099, and 4196) project.

EXECUTIVE SUMMARY:

The 5th Street / Kinsman Road Extension project (Project) is identified as a high priority project in the 2013 Transportation System Plan (TSP, amended in 2019) as Project RE-04 and the Year 2000 Urban Renewal Plan. The Project will extend 1000 feet of Kinsman Road south of Wilsonville Road, 1800 feet of 5th Street west of Boones Ferry Road with a new intersection of Kinsman Road and 5th Street, and 2000 feet of Ice Age Tonquin Trail and includes installation of two bridge crossings of Coffee Lake Creek and a new railroad crossing, and extension of sanitary and water mains.

On March 20, 2017, the Wilsonville Urban Renewal Agency approved URA Resolution No. 272, entering into a Professional Services Agreement (PSA) with OTAK, Inc. for survey, design, and acquisition and bid support for the Project. Design and property acquisition work is nearing completion and construction is anticipated to begin in first quarter of 2021.

In support of the upcoming Project construction, the City published a request for proposals for construction engineering services from qualified professional engineering firms. The services requested include support of Wilsonville staff in the day to day administration of the construction contract, including survey quality control, environmental permit compliance, construction document and submittal review, and construction inspection of structural facilities.

In response to the City's advertisement for construction engineering services, three proposal were received by the September 1, 2020 due date. Staff evaluated the submitted proposals and determined OTAK, Inc. as the best qualified to perform the construction engineering services for the Project.

EXPECTED RESULTS:

Extend 1000 feet of Kinsman Road south of Wilsonville Road, 1800 feet of 5th Street west of Boones Ferry Road with a new intersection of Kinsman Road and 5th Street, and 2000 feet of Ice Age Tonquin Trail and includes installation of two bridge crossings of Coffee Lake Creek and a new railroad crossing, and extension of sanitary and water mains.

TIMELINE:

Construction is expected to begin in the first quarter of 2021 with a final completion date scheduled for December 2022.

CURRENT YEAR BUDGET IMPACTS:

The water portion, Project #1139, is funded through water system development charges (SDC). The amended FY 2020-21 Wilsonville budget includes \$1,895,795 for property acquisition, construction, contract administration and overhead for the water portion of the work. The water portion of the construction engineering PSA is estimated at \$40,977.47, within the budgeted amount for the Project. This project is included in the City's five-year capital improvement plan and will carry into the next fiscal year.

The sewer portion, Project #2099, is funded through SDC fees. The amended FY 2020-21 Wilsonville budget includes \$3,513,426 for property acquisition, construction, contract administration, and overhead for the sewer portion of the work. The sewer portion of the construction engineering PSA is estimated at \$81,917.06, within the budgeted amount for the Project. This project is included in the City's five-year capital improvement plan and will carry into the next fiscal year.

The remainder of the construction engineering PSA, Project #4196, is funded through the Year 2000 Urban Renewal District, estimated at \$255,825.14. The amended FY 2020-21 Wilsonville budget includes \$7,055,473 for property acquisition, construction, contract administration, and overhead for the roadway portion of the work. The construction engineering services are within the budgeted amount for the Project. This project is included in the City's five-year capital improvement plan and will carry into the next fiscal year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 10/8/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 10/8/2020

COMMUNITY INVOLVEMENT PROCESS:

The Boones Ferry Road to Brown Road Connector Corridor Plan included an extensive community involvement process with multiple stakeholder meetings, two public meetings, an on-line survey, and hearings before both City Council and the Planning Commission.

During the 2017 design phase of the 5th Street to Kinsman Road Extension project, engagement of the community has included three public open houses, meetings with several landowners, two City Council meetings, and regular informational updates on the project website and social media.

Coordination and outreach to the surrounding community and adjacent property owners will continue throughout construction, providing regular updates and notifications through the use of flyers, door hangers, social media posts, press releases, and Boones Ferry Messenger articles.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Construction of the 5th Street / Kinsman Road Extension project will provide additional connectivity in south Wilsonville with a new route between Old Town and Kinsman Road that parallels Wilsonville Road and provides an alternate to using the Wilsonville Road / Boones Ferry Road intersection, which experiences frequent congestion when I-5 approaches capacity. This project will also provide infrastructure and access to serve future industrial and residential development in the Arrowhead Creek Planning Area.

Along with constructing the roadway, both water and sanitary sewer will be extended within the road right-of-way. The project will construct a significant segment of Ice Age Tonquin Trail providing bicycle and pedestrian connectivity between the residential neighborhoods in southwest Wilsonville to commercial businesses along Boones Ferry Road, to Boones Ferry Park and Memorial Park, and to the neighborhoods east of I-5 and south of Wilsonville Road.

ALTERNATIVES:

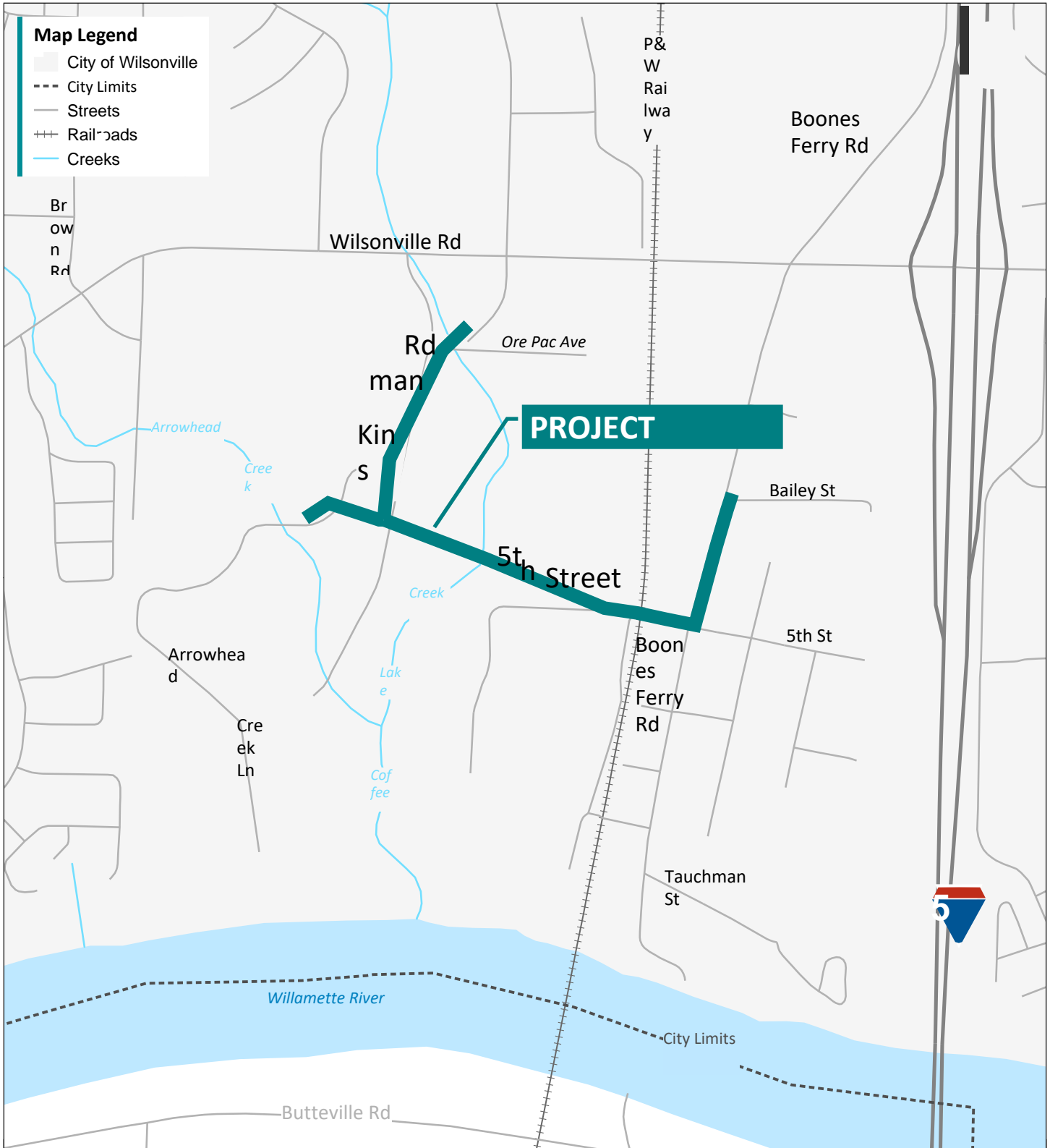
Current final project design is based on coordination between City Staff, the design consultant team, neighboring property owners, the Old Town neighborhood, and City Council direction over the course of the Project design since 2016.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. URA Resolution No. 311
 - A. 5th Street / Kinsman Road Extension Professional Services Agreement



5th Street / Kinsman Road Extension Project Project Location Map

DISCLAIMER

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



THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE
URA RESOLUTION NO. 311

A RESOLUTION OF THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT WITH OTAK, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 5TH STREET / KINSMAN ROAD EXTENSION PROJECT (CAPITAL IMPROVEMENT PROJECT #1139, 2099, 4196).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvements Projects #1139, 2099, and 4196, known as 5th Street / Kinsman Road Extension project (the Project); and

WHEREAS, the City solicited Requests for Proposals from qualified consultants for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, OTAK, Inc. submitted a proposal for the Project on September 1, 2020 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and OTAK, Inc. has provided a responsive and responsible proposal for construction engineering services.

Section 2. The Urban Renewal Agency Board authorizes the City Manager enter into and execute a Professional Services Agreement with OTAK, Inc. for a not-to-

exceed amount of \$378,719.67, which is substantially similar to **Exhibit A** attached hereto.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville Urban Renewal Agency at a regular meeting there of this 19th day of October 2020, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, CHAIR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Chair Knapp

Board Member Akervall

Board Member Lehan

Board Member West

Board Member Linville

EXHIBIT:

A. 5th Street / Kinsman Road Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the 5th Street/Kinsman Road Extension Project (“Project”) is made and entered into on this _____ day of _____ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Otak Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

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

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

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

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

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed THREE HUNDRED SEVENTY EIGHT THOUSAND SEVEN HUNDRED NINETEEN DOLLARS AND SIXTY SEVEN CENTS (\$378,719.67), 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.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, for those employees and/or subcontractors working on this Project who are subject to prevailing wage rates on public works contracts, 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, 2020, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: 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 applicable 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 6. City's Rights and Responsibilities

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

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

Section 7. City's Project Manager

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

Section 8. Consultant's Project Manager

Consultant's Project Manager is Scott Banker. 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 9. 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 10. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 11. Subcontractors and Assignments

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no

privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

11.2. 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.

11.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 12. Consultant Is Independent Contractor

12.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

12.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 18** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also

comply with, and be subject to, the provisions of this **Section 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

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

13.2. 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.

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

13.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 14. Indemnity

14.1. 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 14.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

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

Section 15. Insurance

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

15.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount

of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

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

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

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

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

15.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An

endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

Section 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

16.1.2. 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

16.1.3. 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.

16.2. 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.

16.3. 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.

16.4. 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 20**, for which Consultant has received payment or the City has made payment.

Section 17. 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 18. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 19. Access to Records

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

Section 20. Property of the City

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

20.2. 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 21. 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: Zach Weigel, Civil Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Otak, Inc.
 Attn: Scott Banker
 808 SW 3rd Avenue, Suite 800
 Portland, OR 97204

Section 22. Miscellaneous Provisions

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

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

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

22.7. 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.

22.8. 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.

22.9. 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.

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

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

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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.”

22.16. 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.

22.17. 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.

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

22.19. 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.

22.20. 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:

OTAK, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon



Attachment A
Scope of Services
For
City of Wilsonville – 5th Street/Kinsman Road Extension
October 7, 2020

Project Understanding

The City of Wilsonville (City) is entering the construction phase of the 5th Street and Kinsman Road Extension Project (Project) between Wilsonville Rd. and Boones Ferry Rd. The Project includes the following:

- An approximately 1,000-foot extension of Kinsman Road to collector level standards
- An approximately 1,400-foot extension of 5th Street to collector level standards
- A private road to access Wilsonville Concrete
- A 300-ft segment of 5th Street extension to access Arrowhead Creek Lane
- A new intersection that joins these three roads together.
- Two bridges to cross Coffee Lake Creek
- A railroad crossing of the ODOT Rail / Portland & Western rail line
- A redesign of Boones Ferry Road to include streetscape enhancements to an approximately 650-foot section of Boones Ferry Road (between 5th Street and Bailey Street).
- An approximately 1,900-foot extension of the Ice Age Tonquin Trail (a multi-use path).
- An approximately 1,400-foot length of Industrial Way and a ±400-foot segment of Arrowhead Creek Lane will need to be abandoned south of Wilsonville Road.
- Sanitary sewer and water main extensions from the of 5th Street/Boones Ferry Road intersection to the existing Wood School Interceptor line and end of Kinsman Road, some 400 feet south of Wilsonville Road.
- Storm sewer and stormwater management facilities to treat and detain/retain runoff from new impervious surfaces

The City requires assistance to provide construction management services, construction engineering services and special inspections. The Otak team will work in coordination with City inspectors and the City's project manager.

The Otak Team

Otak – Construction Management, Construction Engineering Support, and Special Inspections

Alta – Construction Support for Boones Ferry Road and Tonquin Trail

Shannon & Wilson – Geotechnical services

DKS – Traffic design, signing, striping and lighting services

Pacific Habitat Services – Environmental permitting

TASKS, DELIVERABLES AND SCHEDULE

Otak will provide construction management and support services based on the scope of services described herein.

Task 1	Project Management and Administration
Task 2	Pre-Construction Activity
Task 3	Construction Management
Task 4	Construction Survey
Task 5	Construction Engineering
Task 6	Construction Inspection (Specialty)
Task 7	Project Closeout

Project Schedule

Pre-Construction Activities	October 2020 - November 2020
Advertisement, Bid, and Award	December 2020 - January 2021
Establish Control Survey	February 2021
Construction	March 2021 – December 2022
Post Construction Activities	January 2023 – February 2023
Set Property Monuments	February 2023 – June 2023

Task 1.0 – Project Management and Administration

1.1 Project Management and Coordination

The duration of this contract is assumed to be from October 2020 through February 2023. The duration of the on-site construction work is assumed to be from March 2021 through December 2022 for substantial completion of the constructed project. Work included within this task is as follows:

- Provide management, coordination and direction to the consultant project team.
- Coordinate activities on the project and track project issues.

1.2 Project Administration

Project Administration shall be performed for the Otak project team, as follows:

- Track Otak project costs and budgets on a monthly basis. Prepare monthly invoices and progress reports for the project. Up to twenty-nine (29) invoices and monthly progress reports are included.
- Maintain consultant document files for project.
- Set up and maintain subconsultant contracts.

1.3 Construction Management Plan (CMP)

Consultant shall perform the following service:

- Prepare a CMP that will focus on quality assurance of the final bid documents and procedures for clearing RFI's, shop drawings and submittals. The CMP will focus more on the day-to-day procedures, QA/QC process, lines of communications, approvals, issues escalation and resolution, expectations for timing of RFI resolution and clear roles for Otak and City staff during construction.

Task 1.0 Deliverables

- *Monthly invoices, at the end of each billing period.*
- *Prepare draft and final CMP prior to advertisement of construction.*

Task 2.0 – Pre-Construction Activity

2.1 Pre-Bid Meeting

Consultant shall perform the following services:

- Attend one pre-bid meeting
- Prepare agenda with project critical items to discuss with the contractors.
- Prepare meeting minutes documenting any questions that may come up in the meeting.

2.2 Permit and Utility Coordination Memorandum

This task will review permit conditions and document for Construction Contractor to outline influence on schedule and construction sequence. Utility coordination will be conducted by Consultant to coordinate and schedule work provided by utility, and to notify utilities of project schedule and constrains.

- *Key environmental permit conditions*
- *Key BPA coordination items*
- *Key Utility coordination items and potential conflicts*
- *Key railroad permit conditions*
- *Migratory Bird Treaty Act (Tree Removal)*

2.3 Public Outreach

Consultant shall prepare:

- *For and attend one "Meet the Contractor" style open house to discuss and present the final project to the public. Provide graphics for the open house. City will facilitate, arrange for the meeting location, and provide public notice of the meeting.*
- *Up to two Public Outreach exhibits and two (2) public outreach exhibits*

Task 2.0 Deliverables

- *Prepare meeting agenda and meeting minutes for pre-bid meeting.*

- *Prepare draft and final Permit and Utility Coordination memo.*
- *Prepare up to two (2) exhibits for Public Open House and two (2) public outreach exhibits*

Task 3.0 – Construction Management

Provide Construction Management to assist the City with contract administration and to monitor that construction of the project is completed in substantial accordance with the plans, specifications and DSL/Corps, Railroad, and BPA permit conditions.

Task 3.1 Pre-Construction Meeting

Consultant shall prepare for and conduct a Pre-Construction meeting with the City, Construction Contractor and key team members to address key schedule and sequencing work items, permit and utility constraints, and maintaining access to Willamette River Water Treatment Plant, Ore-Pac and Wilsonville Concrete Products. Meeting is assumed to be two (2) hours in length.

Task 3.2 Weekly Meetings and Minutes

Consultant shall attend sixty-six (66) construction meetings and prepare agenda and meeting minutes for submittal to the project team and Construction Contractor. Minutes will include old business, new business, safety, schedule, and action items for project delivery team and Construction Contractor. Construction Manager to provide weekly correspondence to Contractor regarding work progress and design and permit compliance based on site visits.

Task 3.3 Review Contractor Schedule

Consultant shall review Contractor submitted project schedule for compliance with key project milestones and constraints. Consultant will coordinate responses with City Project Manager to develop a response, Approved, Approved as Noted, or Rejected and Resubmit.

Task 3.4 Pay Notes/Progress Payments

Consultant shall coordinate with the City to provide quantity verification of Contractor data and field investigation of quantities. City to prepare Draft and Final Progress Payments. Consultant shall develop Pay Note quantities based on neat-line calculations, field verification and periodic survey verification, surface comparisons. Consultant will make recommendations for Contractor Payment.

Task 3.5 Inspector Documentation Review

Consultant shall coordinate with City Inspector(s) to review Daily Inspection Reports and to coordinate any deficiencies or issues to the City PM. The Daily Inspection Reports will be filed for inclusion with Project Close Out documentation.

Task 3.6 Change Order Review

Consultant shall coordinate with City Inspector(s) and Project Manager to prepare supporting documentation for Construction Change Orders. City to prepare Draft and Final Change Order

documents and route for signatures. Consultant will track changed work and will coordinate with the City Project Manager and Inspector(s), and will document communications (directives, actions, issues) between the parties.

- Perform Construction contract administration.
- Maintain construction quality documentation (City On-Call Geotechnical/materials testing firm to provide copies of all mix design and testing related documentation).
- Measure and document final neat-line construction quantities.
- Coordinate design modifications and associated change orders.
- Coordinate the recording of as-constructed plan changes.

Task 3.0 Deliverables

- *Prepare agenda and meeting minutes for Pre-Construction meeting.*
- *Prepare agenda and meeting minutes for progress meetings attended by Consultant.*
- *Review and comment on Contractor Schedule.*
- *Prepare document for construction quantities for monthly pay estimates.*
- *File/Archive City's Daily Inspection Reports.*
- *Provide Change Order supporting documentation and communications.*

Task 4.0 Construction Survey

4.1 Survey Quality Control

Consultant shall perform the following services:

- Attend and participate in a pre-survey meeting with the Construction Contractor (CC), Owner and others as may be appropriate. Consultant shall coordinate with Owner to determine frequency and nature of QA checks. (Assume two (2) hour meeting with one (1) hour of travel)
- Coordinate with Owner and CC as needed to verify that the construction survey work completed by the CC for the Project is in conformance with the approved plans, specifications and applicable laws, specifically as requested by Owner or Owner's Representative.
- Perform QA review of CC's survey data such as, but not limited to, office calculations and stake-out information. Provide memo indicating dates and times grade calculation checks were performed and the results of the calculation checks along with copy of notification to CC on items not in compliance from calculation checks and when/what corrections were made.
- Perform QA review of CC's field survey work by way of checking hubs, grades, and control points. Provide memo to Owner indicating dates and times the survey field checks of CC's survey work were performed and the results of the field checks.
- Provide a map, digital ASCII file of the coordinates, and field notes as applicable, of horizontal and vertical control points (from the construction contract plans) for use by the

CC's surveyor.

4.2 As-Constructed Survey

The purpose of this task is to record as-built elevation information for the Project. Elevations on record drawings shall be based on project Datum. Consultant shall.

- Locate visible utility structures (manholes, curb inlets, water valves, etc.).
- Observe Invert elevations on storm and sanitary sewer structures.

4.3 Post Construction Record Survey

The purpose of this task is to re-set monuments destroyed by construction, set new right of way and centerline monuments, and prepare a post-construction survey to meet the requirements of ORS 209.155. Consultant shall:

- Perform a post-construction survey in accordance with County and State standards.
- Re-set destroyed property monuments (12) within 180 days of substantial completion of construction to meet 209.155(2)(a).
- Set new right of way corners (67) within 180 days of substantial completion of construction to meet 209.155(2)(a).
- Set centerline monuments (12) in monument cases (provided and installed by project contractor. Case locations to be staked by project contractors' surveyor prior to installation).
- Prepare a Record of Survey showing the locations of all survey monuments disturbed or destroyed by construction, reset monuments, new right of way monuments, new centerline monuments, survey control.

Task 4.0 Deliverables

- *The quality control task assumes no more than 10 1-day site visit(s) by a two-person survey crew for QA/QC surveying.*
- *Monuments and new control set.*
- *Post-Construction Survey (including map and narrative) recorded with the Clackamas County Surveyor's Office.*

Task 5.0 – Construction Engineering

This task is to provide construction engineering, including the review and response to RFI's, review of construction shop drawings and submittals, engineering consultation during construction, and design modifications as authorized by the City. Consultant shall maintain Logs for RFI's, Submittal, Shop and Working Drawings submittals and responses.

5.1 Requests for Information (RFI's) Review

Consultant shall:

- *Review and respond up to fifty (50) RFI's (Assume 1.5 hours per RFI)*
- *Prepare and maintain an RFI response log*

5.2 Submittals Review

Consultant shall issue a Submittal Log to Contractor soon after Contractor Notice to Proceed and shall:

- *Review and respond up to fifty-seven (57) material submittals. (Assume 2 hours per submittal)*
- *Prepare and maintain a submittal response log.*

5.3 Shop Drawing Review

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings, the ODOT Guide to Electronic Shop Drawing Submittal, and the Specifications in 00150.35:

Consultant shall:

- *Review and respond up to twenty (20) shop/working drawing sets. (Assume 4 hours per shop drawing set)*
- *Prepare and maintain a shop/working drawing response log.*

5.4 Engineering Design Modifications

Consultant shall:

- *Provide engineering design changes for up to four (4) design changes as authorized by the City.*
- *Assume up to 40 hours for each design change for a total of 160 hours.*

Task 5.0 Deliverables:

- *Electronic copies (PDF or Excel for logs) of files.*
- *Responses to Material Submittals, Shop Drawings, and RFI's.*
- *Logs for RFI's, Submittals and Shop Drawings.*
- *Draft and Final Design revisions (11x17 PDF's).*

Task 6.0 – Construction Inspection (Specialty)

This task to provide specialty inspection of bridge structures, boardwalk, and geotechnical for bridge foundations. Materials testing for asphalt and concrete. Earthwork testing, and Quality Assurance to be provided by City On-Call geotechnical/materials testing consultant. On-Call Consultant to provide documentation to Consultant for inclusion with Project Close-Out documentation.

6.1 Structural Inspection

Consultant shall:

- Bridge reinforcement.
- Bridge formwork.
- Bridge and boardwalk structure and abutments.

6.2 Geotechnical Inspection

Consultant shall:

- Visit site up to 4 times for 5 hours each for bridge foundation subgrade observations and recommendations for subgrade stabilization should the subgrade be unsuitable.

6.3 Inspection

Included in the Inspection Task is fish salvage Scientific Take permit, engineering field visits for special inspections and reporting as documented in Task 2.3 Permit & Utility Coordination Memorandum:

- Conduct Fish Salvage(s).
- Scientific Take Permit and Reporting.
- 14 field visits (Assume four (4) hours per visit).

Task 6.0 Deliverables

- *Specialty Inspection Reports.*
- *Scientific Take Permit documentation.*

Task 7.0 Project Close-out

This task is to complete final construction project documentation and submit electronic final project records required for final payment. Project documentation from Consultant team shall be submitted to City in electronic form for archiving. Documentation to include but not be limited to inspection reports, meeting minutes, earthwork testing and quality control, change order and progress payment data. Survey to include Record Survey and As-built Drawings.

7.1 Final Inspection and Meeting

Consultant shall:

- Hold Final On-site Inspection Meeting. Assuming one (1) meeting for four (4) hours including travel.

7.2 Final Completion and Punchlist

Consultant shall:

- Create punch list and monitor completion of punch list items.
- Issue final completion recommendation to City.

7.3 Record Drawings

Consultant shall:

- Update design calculations with as-built information.
- Update Calculation Plan Sheets with updated design calculations.
- Construction plans updated with as-built survey information.
- Record drawing plans will incorporate redline changes into CADD, remove PE stamps and add record drawing stamps. (Assume twenty (20) sheets will incorporate redline changes at two (2) hours per sheet).

7.4 Submit Final Project Records

Final project documentation including calculations Daily and Specialty Inspection Reports, Pay Notes, Submittals, RFI's, Meeting Agendas and Minutes, Independent Design Review comment log, Permit and Utility Coordination memorandum, Change Order documentation, As-built and Record Survey, Engineering Design Modifications, Inspection quantity verification.

- Submit Final Project Records.
- Prepare and submit final load ratings for structures.

Task 7.0 Deliverables

- *Punch list comment log and resolution.*
- *Record drawings with record drawing stamp (PDF submittal).*
- *Record Survey.*
- *Project documentation in electronic form.*

Exhibit B

5th Street / Kinsman Road Extension

Fee Estimate

Otak Project #19864.000



Task	Description	Otak	Alfa	DKS	PHS	Shannon & Wilson	Total Hours	Total Budget by Task
1	Project Management							\$41,156.00
1.1	Project Management & Administration	58	-	-	-	-	58	\$15,776.00
1.2	Project Administration	157	-	-	-	9	166	\$23,448.00
1.3	Construction Management Plan (CMP)	12	-	-	-	-	12	\$1,932.00
2	Pre-Construction Activity							\$13,498.00
2.1	Pre-Bid Meeting	18	-	-	-	-	18	\$3,238.00
2.2	Permit & Utility Coordination Memorandum	20	-	-	13	-	33	\$4,022.00
2.3	Public Outreach	37	4	-	-	-	41	\$6,238.00
3	Construction Management							\$100,179.67
3.1	Pre-Construction Meeting	19	6	-	-	-	25	\$4,047.00
3.2	Weekly Meetings & Minutes	246	-	-	-	4	250	\$36,414.00
3.3	Review Contractor Schedule	33	-	-	-	-	33	\$4,990.67
3.4	Pay Note/Progress Payments Review	254	-	-	-	-	254	\$35,156.00
3.5	Inspector Documentation Review	92	-	-	-	-	92	\$13,340.00
3.6	Change Order Review/Update	32	6	-	-	-	38	\$6,232.00
4	Construction Survey							\$100,862.00
4.1	Construction Verification	206	-	-	-	-	206	\$19,265.00
4.2	As-Constructed Survey	235	-	-	-	-	235	\$22,039.00
4.3	Post Construction Record Survey	553	-	-	-	-	553	\$59,558.00
5	Construction Engineering							\$59,080.00
5.1	RFI Responses (50)	48	15	12	-	4	79	\$11,363.00
5.2	Submittal Reviews (57)	104	12	12	-	-	128	\$17,703.00
5.3	Shop Drawing Review (20)	82	-	-	-	-	82	\$10,018.00
5.4	Eng. Design Modifications (4)	86	40	25	-	-	151	\$19,996.00
6	Construction Inspection (Specialty)							\$22,298.00
6.1	Structural Inspection	42	-	-	-	-	42	\$4,168.00
6.2	Geotechnical Inspection (Sub)	-	-	-	-	29	29	\$3,630.00
6.3	Inspection (14 field visits)	16	11	19	56	-	102	\$14,500.00
7	Project Close Out							\$37,581.00
7.1	Final Inspection & Meeting	16	5	-	-	-	21	\$3,538.00
7.2	Final Completion & Punch List	16	-	-	-	-	16	\$2,462.00
7.3	Record Drawings	70	44	22	-	-	136	\$18,713.00
7.4	Submit Final Project Records	82	-	-	-	-	82	\$12,868.00
	<i>Total Hours</i>	2,534	143	90	69	46	2,882	
	<i>Total Labor Cost</i>	328,140	\$19,365.00	\$12,230.00	8,940	\$5,980.00		\$374,654.67
	<i>Direct Expenses</i>	3,100	240	250	429	46		\$4,065.00
	Project Total							\$378,719.67

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY
SEPTEMBER 21, 2020**

The Urban Renewal Agency held a regular meeting on September 21, 2020 in the Wilsonville City Hall immediately following the adjournment of the City Council meeting.

The following Board Members were present:

Chair Knapp
Member Akervall
Member Lehan - Excused
Member West
Member Linville

Staff present included:

Bryan Cosgrove, City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Jeanna Troha, Assistant City Manager
Andy Stone, IT Director
Beth Wolf, Information Systems Analyst
Keith Katko, Assistant Finance Director

CALL TO ORDER

Chair Knapp called the URA meeting to order at 8:51 p.m. followed by roll call.

CITIZEN INPUT

There was none.

CONSENT AGENDA

Ms. Jacobson read the title of the Consent Agenda item into the record.

A. Minutes of the July 20, 2020 URA Meeting

Motion: Ms. Linville moved to approve the Consent Agenda. Ms. Akervall seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

Chair Knapp	Yes
Member Akervall	Yes
Member Lehan	Excused
Member West	Yes
Member Linville	Yes

PUBLIC HEARING

Ms. Jacobson read the title of URA Resolution No. 310 into the record.

A. URA Resolution No. 310

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2020-21.

Chair Knapp opened the public hearing at 8:55 p.m. after reading the hearing format.

No Board Member declared a conflict of interest, bias, or conclusion from information gained outside the hearing. No member of the audience challenged any of the Board Member’s participation.

Mr. Katko presented the staff report.

Chair Knapp invited public testimony, seeing none he closed the public hearing at 8:59 p.m.

Motion: Ms. Akervall moved to approve URA Resolution No. 310. Ms. Linville seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

Chair Knapp	Yes
Member Akervall	Yes
Member Lehan	Excused
Member West	Yes
Member Linville	Yes

ADJOURN

The URA meeting adjourned at 9:00 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Chair