

RESOLUTION NO. 2022-77

A Resolution awarding the contract for the design of the Chandlers Addition Sanitary Sewer Project.

RECITALS:

Whereas, At their meeting on February 14, 2017, the City Council adopted Resolution 2017-12 approving a list of four consultants for design of sewer rehabilitation design work. From that list, Century West Engineering Corporation was determined to be the best value to the City for the third project to be constructed: Chandlers Addition Sanitary Sewer Project; and

Whereas, The Chandlers Addition Sanitary Sewer Project will rehabilitate 5,300 lineal feet of aging sanitary sewer pipelines, ranging in size from 6 inch diameter to 10 inch diameter. The pipes will be rehabilitated with an assortment of techniques including open cut, pipe bursting and cured in place pipe (CIPP) lining; and

Whereas, As part of the design project, pavement preservation and curb ramp improvement plans will be prepared for approximately 8,200 lineal feet of city streets. The pavement and accessibility work will be included in the project construction contract and will occur after the sanitary sewer rehabilitation work is completed. and

Whereas, Funds for the design work are included in the adopted FY23 Wastewater Capital Fund (77) and Transportation Fund (45) budgets.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, as follows:

1. That entry into a Professional Services Agreement with Century West Engineering Corporation in the amount of \$274,962.00, for the Chandlers Addition Sanitary Sewer Project, is hereby approved.
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of December, 2022 by the following votes:

Ayes: Geary, Garvin, Menke, Chenoweth, Payne

Nays: _____

Approved this 13th day of December, 2022.

MAYOR

Approved as to form:

Walter R. Jewell
City Attorney

Attest:

Claudia Chenoweth
City Recorder

CITY OF McMinnville
PROFESSIONAL SERVICES AGREEMENT
Chandlers Addition Sewer Rehab Project

This Professional Services Agreement ("Agreement") for the Chandlers Addition Sewer Rehab Project ("Project") is made and entered into on this ____ day of _____ 2022 ("Effective Date") by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and Century West Engineering Corporation 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 project design, public involvement, bid award and support services, utility coordination, engineering services during construction and post-construction engineering services according to the requirements and deliverable dates 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 31st, 2024, 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 prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant's authorized Project Manager.

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 a not-to-exceed amount of **TWO HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS** (\$274,962) 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**, a written Addendum to this Agreement establishing the scope and cost of such additional services must be executed in compliance with the provisions of **Section 19**.

4.3. Periodic payment will be made within thirty (30) days of completion or partial completion of the Services based on the schedule of costs included as a part of Exhibit A attached hereto. The Services shall be deemed completed when accepted by the City, in writing.

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, 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, 2021, 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 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 2022-23. 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 17**.

Section 7. City's Project Manager

The City's Project Manager is Jeff Gooden. 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 Rawley Voorhies. 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. 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.

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 McMinnville, 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 21**, 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 McMinnville
Attn: Jeff Gooden
230 NE Second Street
McMinnville, OR 97128

To Consultant: Century West Engineering Corporation
Attn: Rawley Voorhies
5500 Meadows Road, Ste. 259
Lake Oswego Oregon 97035

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 McMinnville 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 Yamhill 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:

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF McMinnville

By: 

Print Name: Jeff Towery

As Its: City Manager

APPROVED AS TO FORM:

City Attorney
City of McMinnville, Oregon

Exhibit A

McMINNVILLE | CHANDLERS ADDITION SANITARY SEWER REHABILITATION

SCOPE OF WORK

This document summarizes the project scope of work, background and assumptions required to provide engineering services to support the reconstruction and/or rehabilitation of a number of existing sanitary sewer system lines and appurtenances within the City of McMinnville. The City of McMinnville (Agency) has overall project management responsibility for this project with Century West Engineering (CWE) providing assistance with project management, design, engineering services and construction support.

Existing Conditions

The City of McMinnville's Chandlers Addition Sanitary Sewer Rehabilitation Project provides improvements to approximately 5,300 feet of aging sanitary sewer infrastructure ranging in size from 6-inch to 10-inch diameter.

The project is located in the SE quadrant and the NE quadrant of McMinnville, Oregon. The project within the NE quadrant is at the intersection of NE 19th St and NE Lafayette Ave. The project within the SE quadrant is at the north terminus of SE Rummel St and ends at the intersection of SE Villard St and Morgan Ln. The west limit of the project is at SW Davis St, the east end is at SE Willow St. It is located within the subdivisions of Chandlers 1st Addition, Chandlers 2nd Addition, Chandlers 3rd Addition, Daniels Addition, and Koch Addition. See Project Map in Exhibit A.

Proposed Conditions

The mainline sewers will be rehabilitated by a combination of open cut replacement, pipe bursting, or cured in place pipe (CIPP) repair methods. Existing laterals within the project limits will be evaluated and appropriate improvements within City right-of-way or easement will be included in the project. The Consultant shall assist the City with the engineering services for point repair of a failed sewer line at 708 SE Davis.

Curb ramp and paving improvements will also be completed in the project area.

CWE staff and sub-consultants will provide the following services for the design and bidding phases of the project. The deliverables and assumptions are listed for each task. The tasks below are the result of coordination with the City during scoping and efforts as we understand them to be. All work performed under this scope of work will be done in accordance with City of McMinnville design standards and supplemented with local, state, and federal standards when applicable.

- Task 1 – Project Management
- Task 2 – Design Survey
- Task 3 – Preliminary Design
- Task 4 – Final Design
- Task 5 – Agency Coordination and Permit Applications
- Task 6 – Public Involvement Assistance
- Task 7 – Utility Coordination
- Task 8 – Bid and Award Support Services
- Task 9 – Engineering Services During Construction (ESDC)
- Task 10 – Post-Construction Engineering

It is anticipated that design will begin in January of 2023 and continue throughout 2023, with construction planned to begin in spring of 2024.

City Responsibilities

The City of McMinnville (City) will be responsible for the following:

- Providing staff time to attend project meetings and review project deliverables.
- Providing staff time to review sewer conveyance system improvement designs in accordance with DEQ sewer design review requirements.
- Furnish available studies, reports, and other data pertinent to the project including available tax lot, easement, sewer, and storm sewer system information, such as storm and sanitary TV inspections, sewer lateral inspections, subdivision plats and easements. The City shall obtain or authorize the Consultant to obtain or provide additional reports and data as required. The Consultant shall be entitled to use and rely upon all such
- information and services provided by the City or others in performing the Consultant's services under this Agreement.
- Provide staff, CCTV equipment, and dye for dye testing operations. Consultant will be on-site to record the results of the dye testing and summarize results in a lateral review spreadsheet.
- Assistance with coordination with significant stakeholders such as business community, residents, and utilities.
- Arranging for access to and notifying residents when the Consultant may be entering upon public and private property as required for Consultant to perform services.
- Providing current "front-end" documents to be used in developing the contract documents.
- Providing current AutoCAD standards to be used in the development of the contract plans.
- Payment for all permit application fees.

Task 1 - Project Management and Coordination

The objective of this task is to provide overall management, direction, coordination for the engineering and related services required for Project completion in accordance with the schedule, budget, and quality expectations that are established. Task 1 includes the following subtasks:

1.1 Project Kickoff Meeting

- Schedule, prepare for, and conduct a project kick-off meeting to review the purpose and scope of the project and identify and confirm project criteria and required deliverables. This meeting may include representatives from City staff and other stakeholders as invited by the City.

1.2 Project Schedule

- Consultant shall prepare a detailed overall project schedule within 14 days of Notice to Proceed and update the schedule as required. It is anticipated that the design will begin in January of 2023 and continue throughout 2023, with construction planned to begin in spring of 2024.

1.3 – Progress Reports and Invoicing

This subtask will manage and report scope, schedule, and budget. This will include the following:

- Manage the Project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, and time and budget needed to complete this Scope of Services.
- Prepare monthly project status reports that compare work accomplished with scheduled activities, compare expenditures with task budgets, and submit reports to the City's Project Manager with monthly invoices.

1.4 – Overall Project Coordination

- Consultant shall coordinate with subconsultants, assign and manage appropriate level of staff expertise for the project at each phase of design, coordinate design reviews and the implementation of design review comments, and perform other project coordination as required. For each submittal, review

comments provided by the City and other involved parties will be compiled, along with a proposed response to each comment received.

Task 1 Assumptions

- 1) Eighteen (18) monthly invoices and progress reports.
- 2) Consultant will develop meeting materials, agenda, attend meetings, and develop meeting minutes.

Task 1 Deliverables

- 1) Monthly invoices and progress reports in PDF format.
- 2) Initial project schedule and updated project schedules as required in PDF format.
- 3) Meeting agendas and minutes as required in Word or PDF format.

Task 2 – Design Survey

Consultant shall complete surveying services necessary for design of the estimated 5,300 feet of sanitary sewer mains and associated laterals within the project limits.

Aerial imagery for the purposes of design is also included for the Paving Limits extents shown in the Project Map in Exhibit A. Topographic survey will be provided for up to ten (10) corners identified in Exhibit B for the purposes of curb ramp 2D detailed design.

Survey will include the following:

2.1 – Survey Control

- Throughout the project limits, Consultant shall establish horizontal control on the Oregon Coordinate Reference System, Salem Zone and vertical control on the NAVD88 datum, unless otherwise directed by the City. Consultant shall run conventional levels through all primary survey control. Control shall be analyzed and adjusted as needed using industry accepted methods.

2.2 – Survey Existing Utilities and Develop Base Map

- Consultant shall call for one-call utility locate paint marks and as-built maps and field located the existing utility marks throughout the project limits using conventional survey methods.
- Consultant shall develop an AutoCAD survey base map drawing with existing utilities and manhole data to be used for the development of plan sheets for the project design. Consultant shall map visible improvements within easements discovered as part of Subtask 2.6.
- Consultant shall complete a topographic survey of roadways and street corners which includes utilities, street trees, curb, sidewalk, driveways, right of way lines, structures, sanitary, storm, and existing lateral locations.
 - Streets shall be cross sectioned on 50-foot intervals and include the full right of way width.
 - Street corners subject to 2D curb ramp design shall include full topographic survey 30 feet along the street from the corner along the street alignment and 10 feet behind the face of curb and 5 feet into the street. This is assumed to include the ten (10) corners shown in the Project Maps in Exhibit B.
 - On private properties with backyard sewer mains which includes approximately ten (10) properties located at NE 19th St and NE 18th St and NE Lafayette Ave, and at 708 SE Davis St, consultant shall collect topographic data within 10 feet each side of the existing sewer line which may include fences, trees, buildings, utilities, and topography and include this information on the base map.
 - To supplement the survey items above, the City will provide existing GIS data files including, existing roads, curb, sidewalk, driveways, property lines, structures, sanitary, storm, and existing lateral locations.

- Consultant shall develop an AutoCAD survey base map drawing with existing utilities, topographic survey data and manhole data to be used for the development of plan sheets for the project design. Base map shall include 1-foot interval contours.
- Consultant shall provide aerial imagery:
 - Fly the pavement rehabilitation/curb ramp reconstruction limits.
 - Produce ortho-images, georeferenced to overlay topographic survey.

2.3 – Sanitary Sewer Manhole Ties

- Using industry accepted survey methods, Consultant shall locate and “dip” all sanitary sewer manholes and mains within the project limits and record rim and invert elevations for developing accurate profiles. Measurement to manholes shall be made from adjusted survey control.

2.4 – Storm Sewer Manhole Ties

- Using industry accepted survey methods, Consultant shall locate and dip storm sewer manholes and mains to record rim and invert elevations at up to 25 locations of potential conflict with the sanitary sewer rehabilitation work. Measurements to manholes shall be made from adjusted survey control. Consultant to confirm how many days will be needed to complete this task.

2.5 – Right-of-Way Retracement

- Consultant shall obtain available Yamhill County survey records and perform necessary field and office survey work to locate the road right-of-way within the project area. Consultant shall place three (3) centerline staking locations throughout each block to identify the location of the easement. Additional right-of-way dedications depicted on assessor maps shall be identified. Title reports for private properties will not be reviewed as part of this task. Except as noted below for work on backyard sewer line locations, title reports will not be reviewed for the resolution of the road right-of-way location or to identify easements adjacent to the road right-of-way.
- Review Title Reports for up to ten (10) properties noted above with backyard sewer lines and resolve the location of property lines within 20 feet of the sewer line. Consultant shall identify and record survey monuments to be protected during design and construction.

2.6 – Easements and Obstructions

- Consultant shall research easements within the project limits which are shown on subdivision plats, Records of Surveys, or City GIS layers and include the limits of those easements within the topographic survey in Task 2. Title reports for private property will not be reviewed for easements.
- Review Title Reports for up to ten (10) properties noted above with backyard sewer lines and identify easements shown on the said title reports within 20 feet of the sewer location.

2.7 – Pre-Construction Record of Survey

- Prior to construction, Consultant shall perform field work to locate survey monuments which may be subject to destruction during construction and shall prepare and file with the Yamhill County Surveyor, a Pre-Construction Record of Survey in accordance with ORS 209.155.

2.8- Survey Monument Replacement

- Consultant shall replace up to six (6) survey monuments that were destructed during construction, in accordance with the Pre-Construction Record of Survey listed in Subtask 2.7.

Task 2 Assumptions

- 1) Topographical surveying will be completed primarily using conventional ground surveying to pick up visible utility markings, sewer manholes and cleanouts, including invert measurements when accessible, and supplemented with aerial imagery.
- 2) Base mapping will include 1"=50' scale with 1-foot contours.
- 3) No potholing field work is included in this scope of work.
- 4) No flagging, permitting, or traffic control will be required for surveying tasks.
- 5) Except as noted above for properties with a backyard sewer lines, no title reports will be obtained or reviewed as part of this project.
- 6) Monuments impacted to be reset due to construction impact can be performed in a single visit following the conclusion of construction activities.

Task 2 Deliverables

- 1) CAD files to be provided to the City.
- 2) Title reports obtained for back yard sewer line areas .
- 3) Pre-Construction Record of Survey filed with Yamhill County.
- 4) Post-construction monumentation for up to six (6) monuments.

Task 3 – Preliminary Design

3.1 – Review Sewer Service Reports for Existing Laterals

- Consultant shall review existing sewer service reports for work previously completed on existing laterals (to be provided by City). Approximately 88 of the 108 properties within the project limits have sewer service reports available. The review of each lateral will be cataloged in a lateral review spreadsheet, noting the date of most recent repairs, size, material, alignment, and other notable items for each lateral. This review will be used to make appropriate recommendations for modifications to laterals during final design.
- Consultant shall complete review of existing data to identify gaps in information required for the completion of the design of the project.
- Consultant shall provide sewer lateral launch CCTV for up to twenty (20) sewer laterals.

3.2 – Mainline Pipe Condition Assessment, Documentation and Recommendations

- Consultant shall review CCTV video of existing mains (approximately 25 main runs), document the pipe size, material, condition, location of existing lateral connections and rehabilitation or replacement recommendations in spreadsheet format. Only main line CCTV will be reviewed. Lateral videos are not available, and review of lateral CCTV is not included.

3.3 – On-site Lateral Investigations

- Consultant shall conduct on-site investigations for each property in the project limits to locate the private lateral connection(s) at the house and perform lateral launches. The City will send out notifications to property owners and residents prior to conducting the on-site investigations and obtain rights-of-entry, if necessary. Consultant will walk the property to search for connection points, cleanouts, area drains, and other applicable information. Results of the on-site investigations will be documented with photographs and field notes and summarized in the lateral review spreadsheet referenced in Subtask 3.2.

3.4 – Dye Testing Laterals on Individual Properties

- Based on the results of investigations under Subtasks 3.2 and 3.3, Consultant shall identify which properties' laterals to mainline connection locations are unknown. Consultant shall develop a list of properties to conduct dye testing to confirm the lateral to mainline connection point. The City will send

out notifications to property owners where dye testing is required.

- The City will provide staff, CCTV equipment, and dye for dye testing operations. Consultant staff will not be on-site full-time for the dye testing operations. It is assumed the Consultant will be on-site for three (3) days worth of dye testing work, to provide general coordination with the City.
- The project scope of work includes dye testing on up to twenty (20) properties.

3.5 – On-site Manhole Investigations

- Consultant shall conduct on-site investigations for each manhole in the project limits, document size, material, condition, and rehabilitation or replacement recommendations. Results of the on-site investigations will be documented with photographs and field notes and summarized in a manhole condition assessment spreadsheet.

3.6 – Curb Ramp and Paving

- Provide geotechnical services to include the following:
 - Review design documentation to be provided by the City and project team.
 - Provide an exploration work plan to the project team detailing location and depth of explorations.
 - Complete a right of way access permit through the City. We assume that any permit fees will be waived.
 - Complete 10 borings to depths of up to 3 feet below ground surface (BGS) within the limits of the utility trenching and pavement rehabilitation limits.
 - Complete dynamic cone penetrometer testing at each exploration location.
 - Maintain a detailed log of the explorations. Collect samples of the subsurface materials encountered.
 - Perform laboratory testing including moisture content, sieve analysis, and Atterberg limits testing. The number and types of tests will be determined based on the subgrade materials encountered.
 - Provide recommendations for new and rehabilitated pavement, material and construction specifications.
- Complete a pavement evaluation report and make preliminary recommendations for curb ramp and paving scope.
- Consultant will identify where curb ramps will be required to be upgraded to meet Public Right-of-Way Accessibility Guidelines (PROWAG).

Task 3 Assumptions:

- 1) There are 108 properties in the project limits.
- 2) Data review will only be performed for laterals and sections of sanitary sewer within the project scope.
- 3) City will obtain all necessary rights-of-entry for on-site lateral investigations.
- 4) Sewer lateral launch CCTV will be provided for up to twenty (20) laterals. Lateral launches will be completed in one visit.
- 5) City will provide staff, CCTV and dye required for dye testing. For the purposes of this scope of work, it is assumed that the dye testing of the twenty (20) properties can be completed in one work week (or five (5), eight (8) hour days). Consultant will be onsite for three (3) of these days.
- 6) Inspection videos provided by the City will be complete and of sufficient quality to allow selection of R/R methods.
- 7) Distances from referenced manhole to each active service lateral provided by City's TV inspection reports are reasonably accurate.
- 7) Manhole inspections will consist of a street-level visual inspection (Level 1) using lights and a digital camera to assess and document the structural integrity of the manhole and the presence of infiltration sources. Detailed measurements and/or man-entry into manhole for more detailed (Level 2) inspections, if warranted, will be completed by City staff.

- 8) City will provide supporting data and information items for select reaches if currently available, such as:
 - a. Pipe maintenance history
 - b. Hydraulic capacity/known surcharge areas
 - c. Other data as appropriate to assist in R&R method selection and identification of areas that may require further investigations, such as survey or geotechnical explorations.
 - d. Relevant maps, GIS data, as-built drawings, video tapes and inspection reports
- 9) No flagging or traffic control will be required for the on-site manhole investigations.
- 10) Consultant will provide necessary flagging and traffic control for geotechnical investigations.

Task 3 Deliverables:

- 1) Mainline pipe condition assessment spreadsheet.
- 2) Lateral review spreadsheet.
- 3) List of laterals recommended for dye testing.
- 4) Manhole condition assessment spreadsheet.
- 5) Geotechnical paving recommendations.
- 6) Preliminary curb ramp and paving scoping exhibits.

Task 4 – Final Design

The purpose of this task is to develop plans, specifications, and opinions of probable construction cost (OPCC) for bidding and construction of the Project. The design process will include submittal packages at 50%, 90% and final phases. The construction documents will be prepared in a manner suitable to meet the City of McMinnville electronic bidding requirements.

The City will supply Consultant with the required mapping data for the project such as GIS data, sewer service reports, and as-built drawings. Design base mapping will be based on GIS data provided by the City and supplemented with additional survey described in Task 2. City staff will review and comment on the 50% design and the 90% design milestones. After comments are made, the City will conduct a design review meeting with the Consultant at each phase. The detailed subtasks are as follows:

4.1 – 50 Percent Design

- Prepare 50% design documents to include drawings, specifications, and Engineer's OPCC. The 50% plans will not include erosion control, traffic control, and detail sheets.
- Identify locations of utility conflicts for curb ramp and paving improvement.
- Attend 50% design review meeting.

4.2 – 90 Percent Design

- Prepare 90% design documents to include drawings, specifications, and Engineer's OPCC. The 90% plans shall include all proposed plan sheets required for construction, including erosion control, traffic control, and detail sheets.
- Incorporate City's review comments on the 50% deliverable and prepare the comment response log.
- Attend 90% design review meeting.

4.3 – 100 Percent Final Design

- Prepare 100% design documents to include final stamped and signed drawings, City's standard contract documents, front-end specifications and general requirements, final technical specifications, and Engineer's OPCC with appropriate contingencies.
- Incorporate City's review comments on 90% deliverable and prepare the comment response log.

4.4 – Curb Ramp Design (50%, 90%, Final)

- Provide a two-dimensional layout for up to ten (10) corners for curb ramp design. This shall include any constraints (such as utilities that need to be relocated) and amenities (such as vegetation) that is present or in conflict. The remaining corners will be identified in plan view and noted to construct per the appropriate curb ramp standard detail.
- Incorporate City's review comments and prepare the comment response log in conjunction with each milestone submittal.

4.5 – Project Team Meetings

- In addition to the project kickoff meeting and design review meetings, the scope of work assumes up to three (3) project meetings will be required, to be held at City offices in McMinnville. Consultant shall schedule and lead project meetings and prepare agendas and minutes.

Task 4 Assumptions

- 1) Design meetings and additional project meetings will be held at the City offices and will be attended by up to two (2) consultants and are anticipated to be four (4) hours in length including travel time. Consultant will provide agenda and meeting minutes.
- 2) Technical specifications will use the City's adopted ODOT/APWA Oregon Standard Specifications for Construction.
- 3) City will supply Consultant with the required mapping data for the project such as GIS data, sewer service reports, and as-built drawings.
- 4) City will provide review comments on 50% and 90% design packages.
- 5) Consultant will use City standard contract documents including front-end specifications and general requirements.
- 6) City standard is to include a cleanout for every lateral (if required). Cleanouts shall stay within City right-of-way.
- 7) Plan-view only sheets will be utilized for CIPP rehabilitation sewer main segments.
- 8) Plan and profile sheets will be provided for pipe burst and open-cut rehabilitation/reconstruction sewer main segments.
- 9) Profile views will not be provided for sewer laterals.
- 10) Assumes no detailed grading for features impacted by construction (driveways, landscape, curb ramps, etc.).
- 11) Sewer bypass analysis will be based on surface observations of pipe flow depth where possible and sewer video review. No flow metering is anticipated.
- 12) Consultant will provide a two-dimensional layout for up to ten (10) corners for curb ramp design. This shall include any constraints (such as utilities that need to be relocated) and amenities (such as vegetation) that is present or in conflict. The remaining corners will be identified in plan view and noted to construct per the appropriate curb ramp standard detail.
- 13) ODOT Traffic Control standard drawings can be included in the bid document appendices as a guide for Contractor to prepare their own site-specific traffic control plans.

Task 4 Deliverables

- 1) Completed CAD base map, using AutoCAD Civil 3D 2021, including all line-work, trees, rim and invert elevations, marked laterals, and other relevant surface features that may be required to assemble contract drawings.
- 2) 50% Preliminary Design Plans (22"x34") plans for review in PDF format. Plan sheets are anticipated to be completed at a scale of 1"=30' horizontal. Profile views are anticipated to be completed at a scale of 1"=5' vertical. Plan sheets anticipated:
 - a. Cover Sheet, Survey Control, Index, Legend, Abbreviations, Key Map (4 sheets)
 - b. Sanitary Sewer Pipe Rehabilitation Sheets (15 sheets)
 - c. Paving Sheets (8 sheets)

- d. Curb Ramp Sheets (4 sheets)
- e. Manhole Details (2 sheets)
- f. Sewer, Street Details (5 sheets)
- g. Erosion Control Cover and Details (2 sheets)
- h. Traffic Control Details (2 sheets)
- 3) 50% OPCC in PDF format
- 4) One Word document and PDF version of the 50% specifications.
- 5) 90% Design Milestone:
 - a. Response memo to 50% redline review comments.
 - b. 90% Design Plans (22"x34") plans for review in PDF format.
 - c. 90% Special Provisions and front-end contract documents in Word and PDF format. Track changes versions to be provided.
 - d. 90% OPCC in PDF format.
- 6) Final bid/construction-ready plans, specifications, erosion control plan and cost estimate:
 - a. Final Design Plans (22"x34") plans in PDF format, digitally signed by the Engineer of Record registered in the state of Oregon.
 - b. Final Special Provisions and front-end contract documents in Word and PDF format. Track changes Word version can be provided as necessary.
 - c. Final Construction Cost Estimate in excel and PDF format.
- 7) Meeting agendas and minutes for design review meetings and project team meetings.

Task 5 – Agency Coordination and Permit Applications

The purpose of this task is to identify the permits required to complete the proposed project improvements and to begin coordination with the corresponding agencies in preparation for submitting permits following the completion of the design. This task assumes the following:

- Coordinate with permitting agencies and prepare, file, and obtain the necessary permits for the project

Task 5 Assumptions

- 1) The City will be the "applicant" on all permits and will pay all permit fees required by regulatory agencies.
- 2) Erosion control for construction activities will be completed under the City's DEQ NPDES General 1200-CA permit. A copy of the City's 1200-CA permit will be included in the contract documents.

Task 5 Deliverables

- 1) Draft permit applications for City review.
- 2) Final executed permits to be included in the final bid package.

Task 6 – Public Involvement Assistance

Consultant shall assist the City with public outreach efforts which will include the following:

- Prepare for up to three (3) electronic project information and/or notification mailings for City distribution.
- Catalog comments and responses to inquiries received at up to five (5) public meetings with the business community, and "open house" information events attended by City staff.
- Design and facilitate one (1) public meeting prior to construction for the purpose of providing project information to the public. Prepare materials needed for the public meeting. Up to three (3) consultant team members will attend.

The City will serve as the point of contact for the public which will include the following:

- Provide notifications for public meetings, meetings with the business community, and "open house"

information events; provide City staff to attend; provide a venue for such events; collect comments and responses for cataloging by the Consultant team.

- Distribute project information and/or notification mailings to property owners in the affected areas, as necessary.
- Assist with coordination with significant stakeholders such as the business community, residents, and utilities.
- Respond to public inquiries.
- Provide property owner and tenant information for properties in the project area to the Consultant team.

Task 6 Assumptions

- 1) Up to three (3) consultant staff will attend one (1) public meeting.
- 2) Consultant will catalog comments/response on up to five (5) City-led outreach meetings.

Task 6 Deliverables

- 1) Three (3) electronic project information and/or notification mailings.
- 2) Catalog comments and responses to inquiries received at City-led meetings.
- 3) Design, facilitate, and prepare materials for one (1) pre-construction public meeting.

Task 7 – Utility Coordination

Consultant shall perform utility coordination work related to the following franchise and private utilities: water, power, communications, gas, cable television, and other private utilities that may be present within the project limits. Consultant shall identify utilities within the project limits, evaluate potential utility conflicts, and coordinate utility efforts for relocation of impacted facilities.

7.1 – Impact Assessment and Notifications

- Develop a utility contact information list and send project information correspondence to all utility companies involved to explain the nature of the work.
- Provide project preliminary plans to each utility.
- Maintain a record of correspondence with utility companies.
- Obtain utility-provided as-built information and compare with project base-mapping. Identify design conflicts.
- Issue conflict notices to impacted utilities.

7.2 – Coordinate and Review Utility Relocation Designs

- Consultant shall coordinate with private utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate. Affected utilities will be responsible for developing their relocation designs. Consultant shall review each utility's relocation plans and proposed schedule and provide written comments. The City will issue approval for any utility relocation. Consultant shall provide up to two (2) design review iterations per utility.

7.3 – Utility Coordination Meetings

- Consultant shall coordinate, attend, and conduct up to five (5) on-site meetings with utilities to discuss preliminary relocation concepts, identify potential utility conflicts to be resolved, discuss the project schedule, and discuss relocation plans. Utility coordination meetings will be attended by up to two (2) Consultant team members.

Task 7 Assumptions

- 1) Affected utilities will be responsible for developing their own utility relocation designs.

- 2) On-site utility coordination meetings are assume to take four (4) hours each including travel time. This scope of services assumes up to five (5) utility coordination meetings, one for each known utility (water, power, gas, communications, and cable television).
- 3) City will provide list of known utility contacts for the project area.

Task 7 Deliverables

- 1) Utility contact list.
- 2) Utility conflict plans sheets and spreadsheet.
- 3) Conflict notices to each affected utility.
- 4) Reviewed utility relocation plans with comments and recommendations.
- 5) Meeting notes for utility coordination meetings.

Task 8 – Bid Award and Support Services

- Respond to bidder inquiries.
- Prepare addenda, including plans, specifications and/or bid clarifications, during the bidding process. Assumed to include up to two (2) addenda/clarifications.
- Compile bid tabulations spreadsheet.
- Review bid pricing with City project manager during the protest periods.
- Assist City in bid award recommendations.

Task 8 Assumptions

- 1) Pre-bid meeting shall be organized and led by the City.

Task 8 Deliverables

- 1) Bidder or City question responses.
- 2) Up to two (2) addenda and/or bid clarification in electronic format (pdf).
- 3) The Consultant will update the contract documents to include addenda items issued during the bidding process. Consultant will provide an electronic PDF version of “As-Bid” documents to the City.

Task 9 – Engineering Services During Construction (ESDC)

The purpose of this task is to prepare for, conduct, and document decisions and action items arising from construction of the project. This task includes the following:

- Prepare for and attend the pre-construction conference.
- Prepare for and attend periodic construction meetings (as needed).
- Review and respond to construction submittals. This task assumes that the City will coordinate and manage the shop drawing and submittal review process and will distribute specific submittals for the Consultant to review. Consultant will complete reviews of submittals and resubmittals and provide the City with a response on the City’s submittal form.
- Review and respond to Contractor Requests for Information (RFI). This task assumes that the City will coordinate and manage the RFI process between the City and the Contractor. Consultant will complete reviews of the RFI and provide the City with a response.

Task 9 Assumptions

- 1) The City will lead the construction management of the project. The City will have Consultant perform ESDC tasks on an as-needed basis up to the proposed budget amount. Efforts required beyond the budgeted amount will require a budget amendment to be authorized by the City.

- 2) Consultant shall review submittals on an as needed basis, determined by the City. The level of effort estimated for this task is based on 30 submittals requiring Consultant review. This task assumes that on average, each submittal will require one (1) resubmittal. Budget is based on two (2) hours per submittal inclusive of time for processing through the City's submittal tracking process and preparing responses.
- 3) When requested by the City, Consultant shall respond to the City's or the Contractor's requests for information and/or clarification of the contract documents. The level of effort estimated for this task is based on 30 requests for information and/or clarification and is based on two (2) hours per RFI inclusive of time for research, processing through the tracking database, and providing a response to the Contractor.

Task 9 Deliverables

- 1) Submittal review responses.
- 2) Responses to RFI's and/or clarifications.

Task 10 – Post-Construction Engineering

The purpose of this task is to provide post-construction record drawings (CRDs). Consultant will review the Contractor supplied as-built redline drawings and will prepare draft CRDs. The draft CRDs will be reviewed by the internal QA/QC team and then submitted to the City for review. One revision of the draft CRDs will be completed based on City comment and a final copy of the CRDs will be submitted to the City.

Task 10 Assumptions

- 1) Contractor will be responsible for maintaining accurate as-built information throughout construction and will provide information to the City and Consultant in a timely manner in accordance with the Contract Documents.
- 2) Budget is based on the need to make CRDs in AutoCAD to a total of 27 drawings, which generally excludes general and typical detail sheets, and temporary construction sheets such as traffic control and erosion control.
- 3) Consultant shall submit draft and final CRDs to the City in PDF format. The final CRDs will also be provided in AutoCAD format.

Task 10 Deliverables

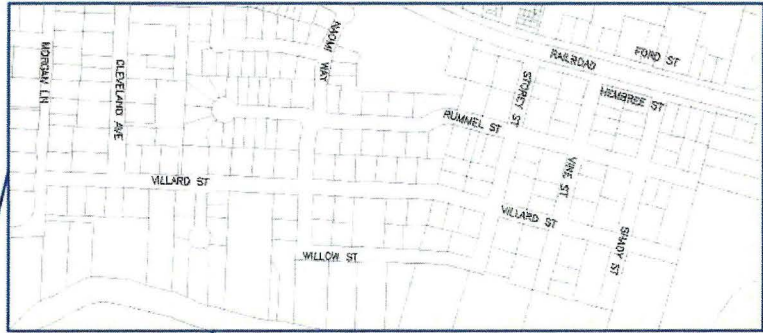
- 1) Consultant to provide draft and final CRDs to the City. Assumed to include the following sheets:
 - a. Sheet, Survey Control, Index, Legend, Abbreviations, Key Map (4 sheets)
 - b. Sanitary Sewer Pipe Rehabilitation Sheets (15 sheets)
 - c. Paving Sheets (8 sheets)

City of McMinnville
Chandlers Addition Sanitary Sewer Rehabilitation

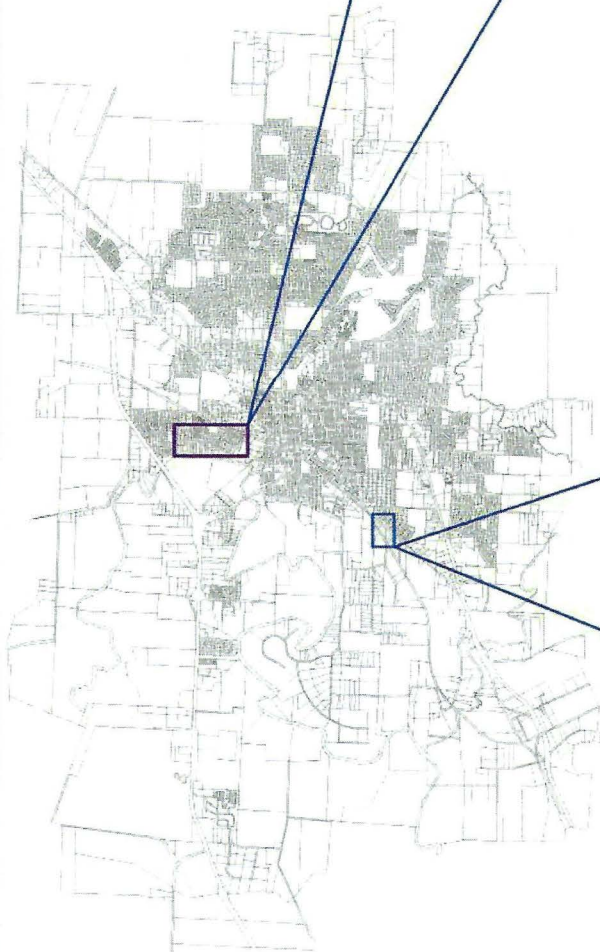
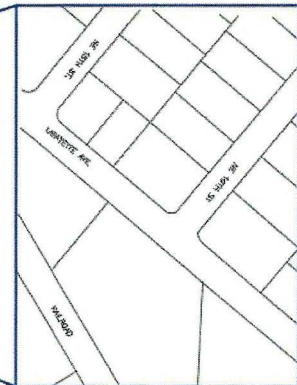
Century West Engineering CWE Contract No. 40228.010.01 November 29, 2022	Sr. Proj. Mgr	Project Engineer	Civil Designer	Engineer In-Training	Project Coord. 1	Surveying Subconsultant S&F Land Survey	Geotechnical Subconsultant Central Geo	Total Hours	Total Fees
	\$210	\$135	\$125	\$105	\$87				
Task 1: Project Management									
1.1 - Project Kickoff Meeting	12	6	0	0	0			18	\$3,330
1.2 - Project Schedule	2	6	0	0	0			8	\$1,230
1.3 - Progress Reports and Invoicing	18	0	0	0	9			27	\$4,563
1.4 - Overall Project Coordination	48	18	0	0	0			66	\$12,510
Subtotal Task 1:	80	30	0	0	9	\$0	\$0	119	\$21,633
Task 2: Condition Assessment									
2.1 - Survey Control	0	0	0	0	0	\$1,860	0	0	\$1,860
2.2 - Survey Existing Utilities and Develop Base Map	0	2	4	0	0	\$13,185	0	6	\$13,955
2.3 - Sanitary Sewer Manhole Ties	0	1	0	0	0	\$4,275	0	1	\$4,410
2.4 - Storm Sewer Manhole Ties	0	1	0	0	0	\$4,275	0	1	\$4,410
2.5 - Right-of-Way Retracement	0	0	0	0	0	\$5,420	0	0	\$5,420
2.6 - Easements and Obstructions	0	2	2	0	0	\$6,100	0	4	\$6,620
2.7 - Pre-Construction Record of Survey	0	0	0	0	0	\$6,475	0	0	\$6,475
2.8 - Survey Monument Replacement	0	2	2	0	0	\$4,490	0	4	\$5,010
Subtotal Task 2:	0	8	8	0	0	\$46,080	\$0	16	\$48,160
Task 3: Preliminary Design									
3.1 - Review Sewer Service Reports for Existing Laterals	6	54	0	4	2			66	\$9,144
3.2 - Mainline Pipe Condition Assessment, Documentation and Recommendations	6	48	0	8	0			62	\$8,580
3.3 - On-site Lateral Investigations	4	32	0	24	0			60	\$7,680
3.4 - Dye Testing Laterals on Individual Properties	2	30	0	0	0			32	\$4,470
3.5 - On-site Manhole Investigations	8	8	0	4	0			20	\$3,180
3.6 - Curb Ramp and Paving	8	4	0	8	0	\$6,870	\$14,675	20	\$24,605
Subtotal Task 3:	34	176	0	48	2	\$6,870	\$0	260	\$57,659
Task 4: Final Design									
4.1 - 50% Design	19	56	40	96	0			211	\$26,630
4.2 - 90% Design	23	56	24	88	0			191	\$24,630
4.3 - 100% Final Design	15	22	16	56	0			109	\$14,000
4.4 - Curb Ramp and Paving Design (50%, 90%, Final)	9	42	0	54	0			105	\$13,230
4.5 - Project Team Meetings	16	24	0	0	0			40	\$6,600
Subtotal Task 4:	82	200	80	294	0	\$0	\$0	656	\$85,090
Task 5: Agency Coordination and Permit Applications									
5.1 - Miscellaneous Permits and Applications	8	16	0	4	0			28	\$4,260
Subtotal Task 5:	8	16	0	4	0	\$0	\$0	28	\$4,260
Task 6: Public Involvement Assistance									
6.1 - Public Involvement	12	10	4	8	12			46	\$6,254
Subtotal Task 6:	12	10	4	8	12	\$0	\$0	46	\$6,254
Task 7: Utility Coordination									
7.1 - Impact Assessment and Notifications	2	16	0	0	2			20	\$2,754
7.2 - Coordinate and Review Utility Relocation Designs	2	16	0	0	2			20	\$2,754
7.3 - Utility Coordination Meetings	20	20	0	0	2			42	\$7,074
Subtotal Task 7:	24	52	0	0	6	\$0	\$0	82	\$12,582
Task 8: Bid and Award Support Services									
8.1 - Bid and Award Support Services	10	14	0	8	0			32	\$4,830
Subtotal Task 8:	10	14	0	8	0	\$0	\$0	32	\$4,830
Task 9: Engineering Services During Construction (ESDC)									
9.1 - Engineering Services During Construction (ESDC)	22	108	0	30	2			162	\$22,524
Subtotal Task 9:	22	108	0	30	2	\$0	\$0	162	\$22,524
Task 10: Post-Construction Engineering									
10.1 - Post-Construction Engineering	4	8	0	30	0			42	\$5,070
Subtotal Task 10:	4	8	0	30	0	\$0	\$0	42	\$5,070
Expenses - Mileage, Printing, and Misc.									\$1,900
Expenses - Sewer lateral CCTV (up to 20 properties)									\$5,000
Subtotal Expenses									\$6,900
Subtotal Sewer Design (Tasks 1 - 7) - (Subtasks 3.6 & 4.4)	223	446	92	292	29				\$197,803
Subtotal Ramp and Pavement Design (Subtasks 3.6 & 4.4)	17	46	0	62	0				\$37,835
Subtotal Bid Period and Construction Services (Tasks 8-10)	36	130	0	68	2				\$32,424
Total Hours	276	622	92	422	31			1443	
Total Fees and Expenses	\$57,960	\$83,970	\$11,500	\$44,310	\$2,697	\$46,080	\$14,675		\$274,962

Exhibit A

SE SIDE OF TOWN



NE SIDE OF TOWN



CITY OF McMINNVILLE, OREGON
ENGINEERING DEPARTMENT
CHANDLERS ADDITION SEWER REHABILITATION
VICINITY MAP

SCALE: Not to Scale
Drawn: JZ
Checked: XXXXXX
Date: XXXXXXXX
Project No: XXXX
SHEET 1 of 4



APPROXIMATE QUANTITY

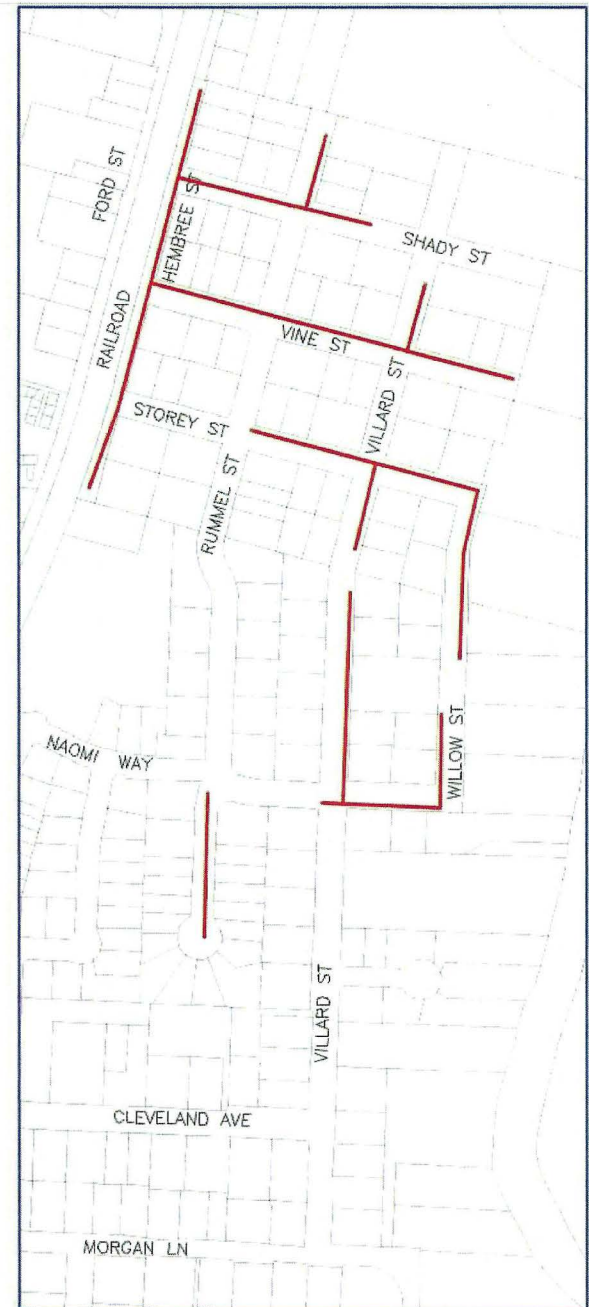
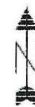
DIAMETER	LENGTH
8	42
8	4820
10	261
TOTAL	5223

— MAINLINE PIPE TO BE REHABBED



CITY OF McMINNVILLE, OREGON
ENGINEERING DEPARTMENT
CHANDLERS ADDITION SEWER REHABILITATION
VICINITY MAP SEWER

SCALE: Not to Scale
Drawn: JG
Checked: XXXXXXX
Date: XXXXXXX
Project No. XXXXXXX
SHEET 2 of 4



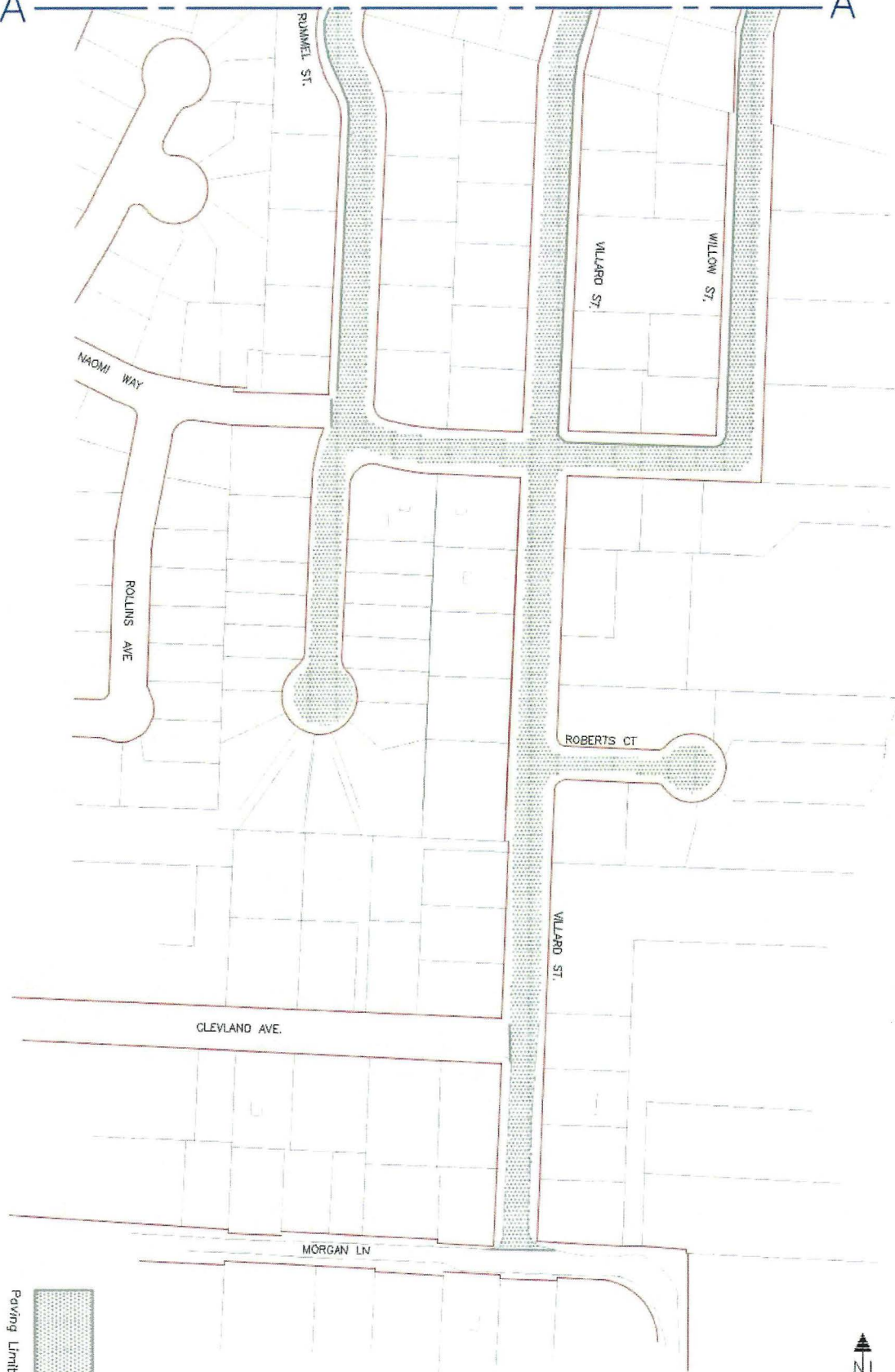
Paving Limits



CITY OF McMINNVILLE, OREGON
ENGINEERING DEPARTMENT
CHANDLERS ADDITION SEWER REHABILITATION
VICINITY MAP PAVING

SCALE:	Not in Scale
Drawn:	JG
Checked:	XXXXXXXX
Date:	XXXXXXXXXX
Project No.:	XXXXXXXX
SHEET	3 of 4

A ————— A



Paving Limits



CITY OF McMINNVILLE, OREGON
ENGINEERING DEPARTMENT
CHANDLERS ADDITION SEWER REHABILITATION
VICINITY MAP PAVING

SCALE	Not to Scale
Drawn	JG
Checked	XXXXX
Date	XXXXXXXX
Project No.	XXXXX
SHEET 4 of 4	

Exhibit B

