

RESOLUTION NO. 3135

A RESOLUTION INITIATING A STREET VACATION AND SETTING A DATE FOR THE PUBLIC HEARING (FILE NO. VC-01-92).

WHEREAS, the Albany City Council has been requested by Orville and Veralee Bontrager to initiate vacation proceeding for that section of Oak Street SE lying between Queen Avenue SE and Geary Street SE; and

WHEREAS, on August 6, 1984, a public hearing was held by the Albany Planning Commission with a unanimous recommendation to the Council to proceed with the Street Vacation; and

WHEREAS, on August 22, 1984, the City Council unanimously approved the Street Vacation subject to the transfer of title from Linn County to the City; and

WHEREAS, on June 19, 1990, Oak Street was transferred from the Linn County road system to the City of Albany street system, removing a complexity that existed at the time the street vacation request was before the Council in 1984; and

WHEREAS, approximately seven and one-half years have passed since the original public hearing on the proposed Street Vacation;

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that a public hearing be held on March 25, 1992 at 7:15 p.m. by the City Council to consider the aforementioned Street Vacation.

BE IT FURTHER RESOLVED that the City Recorder shall give notice of the hearing by publication once each week for four (4) successive weeks prior to the day of said hearing in the Albany Democrat-Herald. The City Recorder shall further cause notice of this hearing to be posted in four (4) public places within the city for a like period and the Community Development Department shall provide mailed notice to affected property owners as required by the Albany Development Code.

DATED THIS 12th DAY OF February, 1992.

ATTEST:



Mayor



City Recorder

**STANDARD TERMS AND CONDITIONS
FOR AGREEMENT TO FURNISH ENGINEERING SERVICES
TO THE CITY OF ALBANY, OREGON
WAVERLY DRIVE EXTENSION AND COLUMBUS STREET PROJECT
ST-91-4**

ARTICLE I: SCOPE

For consideration set forth in Article V, the firm of Devco Engineering, Inc., a professional consulting engineering firm, hereinafter referred to as ENGINEER, agrees to provide engineering services for the Waverly Drive Extension and Columbus Street project to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as the City. Said services shall consist of providing design services, bidding services, and services during construction as defined in Attachment "A" of these Terms and Conditions. Unless modified in writing as set forth in Article II by the parties hereto, the duties of the ENGINEER and the CITY shall not be construed to exceed those services and duties set forth in Attachment "A".

ARTICLE II: MODIFICATIONS

CITY or ENGINEER shall not make modifications to Attachment "A" or these Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications which do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

If additional services not specifically and expressly covered by this agreement are to be performed, such additional services shall be performed after explicit written authorization of the City.

ARTICLE III: RESPONSIBILITIES OF THE ENGINEER

A. Execution of Engineering Services.

1. Upon ratification of this contract, the Engineer shall immediately commence work in accordance with this contract. The Engineer shall be responsible for the completion of the design, assembly of the bid documents in their proper order and delivery to the City of Albany in the time frame as defined in Attachment "A" - Part D.

2. The Engineer shall not commence any duties required for Services During Construction until authorized to do so by the City, in writing. If, at such time as the City chooses to exercise this option, compensation for said Services During Construction for Schedule "A" and/or Schedule "B" shall be according to the terms set forth in Article V, Compensation.

B. Level of Competence. The ENGINEER is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional engineering firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement. The Engineer makes no other warranty, expressed or implied.

C. Site Visits. Unless otherwise specified in the scope of work, the presence or duties of the Engineer's personnel at a construction site, whether as on-site representative or otherwise, does not make the Engineer or Engineer's personnel in any way responsible for those duties not described in the scope of work herein and/or those duties which are the responsibility of the construction contractor or other entities, in accordance with the Contract Documents. Unless otherwise specified in the scope of work, the Engineer and Engineer's personnel have no duty for inspecting, correcting, or reporting on health or safety violations of OSHA by the construction contractor or other entity or any

other persons at the site except Engineer's own personnel. Notwithstanding the preceding, the Engineer shall tell the City and the contractor when the contractor is not performing to the contract documents.

D. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, the Engineer will apply its experience and judgment, but the Engineer is not responsible for cost discrepancies which result from future changes, market conditions, or other factors which cannot be reasonably anticipated by the Engineer.

E. Access to Records. The Engineer agrees to preserve and maintain for at least three years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to the Engineer in the course of the performance of his duties under the terms of this contract. The Engineer further agrees that the City or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.

F. Ownership of Documents. Upon completion of this agreement, all survey notes, grade sheets, all design, contract, bid, and record drawings and documents, including computer disks, shall become the property of the City. The City will exercise discretion in any re-use of said documents and agrees to hold harmless the Engineer for any application of documents for any purpose other than the originally intended use.

G. State or Federal Requirements. The Engineer contracting with the City of Albany hereby covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279.310, et seq, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279.011, the Engineer further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279.310, et seq, as though each obligation or condition were set forth fully herein. In addition the ENGINEER covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements.

The Engineer, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

ARTICLE IV: RESPONSIBILITIES OF THE CITY

A. City-furnished Data. The City shall provide the Engineer with a copy of the technical data as listed in Attachment "A" - Part C. The City does not guarantee the accuracy of the technical data provided to the Engineer, and the Engineer shall take reasonable steps to independently verify the accuracy and completeness of such data.

B. Access to Records, Facilities and Property. The City shall comply with reasonable requests from the Engineer for inspection or access to the City's records, facilities, and properties.

C. Timely Review. The City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer, and render decisions pertaining thereto within a reasonable time frame so as not to unreasonably delay the services of the Engineer.

D. Bidding. The City shall advertise the project, open bids, and tabulate the bid results.

ARTICLE V: COMPENSATION

City agrees to pay for the services in Article I in accordance with the compensation provisions in this agreement. Schedule "A" and Schedule "B" of the this project are as defined in Attachment - A, Part A, Item 1.

Design and Bidding Services

Schedule "A". As consideration for providing the Engineering Services required for design and bidding of Schedule "A," the City of Albany shall pay the Engineer a fixed lump sum fee amount of twenty-eight thousand, sixty dollars and fifty cents (\$28,060.50).

No additional time will be granted for clarification of plans and specifications or required addendum to clarify or correct errors or omissions which are the fault of the Engineer. If an unknown issue arises and additional time is needed for addendum or questions during the bidding phase, the Engineer shall contact the City and negotiate additional time requirements for the specific purpose in question.

As consideration for Engineering Services to obtain a NPDES permit for storm water discharge for Schedule "A," the City of Albany shall pay the Engineer a lump sum fee, not to exceed nine hundred twenty-four dollars (\$924.00), unless directed to do so by the City, in writing.

As consideration for providing the survey of existing monuments within Schedule "A" in accordance with ORS 209.250(2), the City of Albany shall pay the Engineer a lump sum fee, not to exceed three thousand, three hundred sixty-eight dollars (\$3,368.00). This fee does not include replacement of any survey monuments destroyed by construction. The Engineer shall replace said monuments as extra work, only after receiving written authorization from the City, at the rates established in Attachment A - Part E.

Schedule "B". As consideration for providing the Engineering Services required to gather all field data and be prepared to immediately proceed with the design of Schedule "B," the City of Albany will pay the Engineer a fixed lump sum fee amount of eight thousand, eight hundred twelve dollars and twenty-five cents (\$8,812.25).

As consideration for providing the survey of existing monuments within Schedule "B" in accordance with ORS 209.250(2), the City of Albany shall pay the Engineer a lump sum fee, not to exceed one thousand, eight hundred ninety-six dollars (\$1,896.00). This fee does not include replacement of any survey monuments destroyed by construction. The Engineer shall replace said monuments as extra work, only after receiving written authorization from the City, at the rates established in Attachment A - Part E.

As consideration for providing the Engineering Services required to obtain permits and approvals necessary to complete the design and incorporate Schedule "B" into the bidding document, the City of Albany shall pay the Engineer a fixed lump sum fee amount of nineteen thousand, fifty-two dollars (\$19,052.00). The Engineer will not proceed with this portion of the design of Schedule "B" before receiving separate, written authorization from the City. The City will determine if this portion of design will proceed by February 28, 1992.

As consideration for Engineering Services to obtain a NPDES permit for storm water discharge on Schedule "B," which are in addition to Schedule "A," the City of Albany shall pay the Engineer a lump sum fee, not to exceed four hundred seventy-two dollars (\$472.00), unless directed to do so by the City, in writing. The City will determine if this portion of design will proceed by February 28, 1992.

As consideration for providing the bidding services required for Schedule "B," which are in addition to those supplied for Schedule "A," the City of Albany shall pay the Engineer a fixed lump sum fee amount of two hundred twenty dollars (\$220.00). No additional time will be granted for clarification of plans and specifications or required addendum to clarify or correct errors or omissions which are the fault of the Engineer. If an unknown issue arises and additional time is needed for addendum or questions during the bidding phase, the Engineer shall contact the City and negotiate additional time requirements for the specific purpose in question. The Engineer will not proceed with Schedule "B" bidding services before receiving separate, written authorization from the City.

At the time of billing, the Engineer shall submit to the City an itemized list showing work completed to date. The City shall determine validity of the progress payment request based on the information submitted and as shown in this agreement.

It is understood and agreed that the design fees stated above do not include activities required for acquisition of easements or right-of ways and design of wetland mitigation plans. If the City determines that it wishes any of these services, the City will contact the Engineer and negotiate the amount of additional time required. Compensation shall be based on the rates listed in Attachment A - Part E.

Services During Construction

As consideration for providing Services During Construction as defined in the Scope of Work and herein, the City of Albany shall pay the Engineer for the actual hours worked by position or crew at the applicable hourly rate as listed below and actual cost of surveying materials, except that the fee for as-constructed record drawings shall be a fixed fee as shown for each Schedule.

SCHEDULE "A"

<u>Item</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total Compensation</u>
Construction Inspector	272	\$36.00/hr	\$ 9,792.00
Construction Engineer	172	\$55.00/hr	\$ 9,460.00
Engineering Tech. II/CAD	16	\$48.00/hr	\$ 768.00
Engineering Tech. I	10	\$31.00/hr	\$ 310.00
Prof. Land Surveyor	6	\$50.00/hr	\$ 300.00
Survey Crew (2 persons)	132	\$65.00/hr	\$ 8,580.00
Clerical	2	\$20.00/hr	\$ 40.00
Mileage	2,400 mi @ \$0.25/mi		\$ 600.00
Total Schedule "A"			\$29,850.00

SCHEDULE "B"

<u>Item</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total Compensation</u>
Construction Inspector	90	\$36.00/hr	\$ 3,240.00
Construction Engineer	56	\$55.00/hr	\$ 3,080.00
Engineering Tech. II/CAD	12	\$48.00/hr	\$ 576.00
Engineering Tech. I	12	\$31.00/hr	\$ 372.00
Prof. Land Surveyor	8	\$50.00/hr	\$ 400.00
Survey Crew (2 persons)	144	\$65.00/hr	\$ 9,360.00
Clerical	2	\$20.00/hr	\$ 40.00
Mileage	1,300 mi @ \$0.25/mi		\$ 325.00
Total Schedule "B"			\$17,393.00

For each Schedule, the Engineer shall provide to the City a monthly billing with an itemized list showing the above table and current billing amounts with percent completed for Devco Engineering, Inc., and percent of the construction contract that the contractor has completed. The final billing invoice shall be furnished to the City by the Engineer upon 100 percent completion of each respective service.

The budgetary amounts for providing Services During Construction are twenty-nine thousand, eight hundred fifty dollars (\$29,850.00) for Schedule "A" and seventeen thousand, three hundred ninety-three dollars (\$17,393.00) for Schedule "B," as delineated above. The Engineer shall make all reasonable effort to complete the work within the budgeted amounts and will keep the City of Albany informed of progress to that end. The compensation for Services

During Construction shall not exceed the budgetary amounts without prior written authorization of the City. The Engineer is not obligated to incur costs beyond the indicated budgets without City authorization of an increased budget.

Payment will be made within 30 days after the receipt of billing for each service rendered during the month. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. City has the right to appeal or to ask for clarification on any Engineer billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

ARTICLE VI: INDEMNIFICATION

The Engineer agrees to indemnify, defend, and hold harmless the City, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of the Engineer, its officers, employees, or agents.

ARTICLE VII: INSURANCE

During the life of this agreement, the Engineer shall maintain the following minimum insurance:

- A. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance covering owned, non owned, rented, and hired vehicles.
- C. Statutory workers' compensation and employer's liability insurance as required by state law.

ARTICLE VIII: ASSIGNMENT

This agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement.

Use of subconsultants by the Engineer or subsidiary or affiliate firms of the Engineer for technical or professional services shall be considered an assignment of a portion of this agreement, but the Engineer shall remain fully responsible for the work performed, whether such performance is by the Engineer or subconsultants. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than City and Engineer.

ARTICLE IX: INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of City and Engineer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article III.

ARTICLE X: SUSPENSION OF WORK

The City may suspend, in writing, and without cause, all or a portion of the work under this agreement. The Engineer may request that the work be suspended by notifying the City, in writing, of circumstances that are interfering with the

progress of work. The Engineer may suspend work on the project in the event the City does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation; and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

City may terminate all or a portion of the work covered by the agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Engineer shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. Engineer shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this agreement shall be terminated upon completion of all applicable requirements of this agreement.

ARTICLE XII: FORCE MAJEURE

Neither the City nor the Engineer shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XIII: DISPUTE COSTS

In the event either party brings action to enforce the terms of this agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XIV: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Linn County, Oregon.

CONSULTANT: Devco Engineering, Inc.

CITY OF ALBANY, OREGON:

Date: _____

Date: _____

By: _____
Consultant

By: _____
Finance Director

By: _____

By: _____
City Manager

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Corporation Tax No. (if incorporated)

City Attorney

Social Security No. (if individual)

**Scope of Work
Attachment "A" - Part A
Engineering Services Agreement
for
Waverly Drive Extension and Columbus Street Project
ST-91-4
Design and Bidding Services**

The services that the Engineer agrees to furnish are all activities required to undertake and accomplish a complete project design, ready for bid advertisement, for the Waverly Drive Extension and Columbus Street project, and all bidding services, including, but not limited to, the following:

1. The conceptual plan of the project will be provided by the City and will incorporate two bidding and construction Schedules. Schedule "A" is from 36th Avenue to Del Rio Avenue and Schedule "B" is from Del Rio Avenue to Oak Creek.
2. Engineer shall attend a public "community meeting," collect and review all data required for the design of the project, and coordinate with the City of Albany and utility companies.
3. Engineer shall conduct field investigations to obtain all required information needed for design work. This will include, but is not limited to: surveying, utility locations, obstructions, site topography, and limited excavation as required for geotechnical investigation, and the determination of facility locations and their conditions.
4. Engineer's design shall be according to the Standard Construction Specifications of the City of Albany, and the specific comments from the City of Albany during review of the design package. All design aspects of the entire project shall meet the approval of the City of Albany.
5. Engineer shall schedule and conduct weekly meetings with the City's representative.
6. The Engineer shall design the street layout generally as per the conceptual drawing. The Engineer may make changes as needed, with the approval of the City.
7. At a minimum all baseline construction drawings shall be in AutoCAD format. Construction drawings shall be full size (24" x 36") utilizing a 1" = 20' horizontal scale and 1" = 2' vertical scale. Detail sheets shall be included in the plans and shall show such items as water mainline connections, street sections, and any specific details which are required and not addressed in the Standard Construction Specifications.
8. Engineer shall prepare and submit for review, preliminary plans, specifications, and an engineer's estimate at the 50% and 90% review stages, and will at all times identify and present problems and/or possible alternatives to the City.
9. Engineer shall coordinate with all utility companies, the design, scheduling, and required relocations.
10. The Engineer shall design a 12-inch ductile iron waterline from the end of Ermine Street at 36th Avenue east to Waverly Drive, then southerly along the east side of Waverly Drive to the south side of the Santiam canal.

A second section of 16-inch ductile iron waterline will be extended southerly approximately 550 feet on the west side of Columbus Street, to the south side of the Oak Creek bridge. The waterline shall be designed and bid so that the waterline may be terminated on the north side of the bridge, if necessary.

All existing and future mainline connections shall be replaced and/or constructed with new like-size ductile iron pipe. These mainline connections shall extend as a minimum out of the new construction or as specified by the

City of Albany. New fire hydrants shall be established at locations as determined by the City. The Engineer shall verify the location and depth of existing waterlines as needed to complete the design.

11. The Engineer shall create an equivalent arterial street design section for asphaltic concrete and Portland cement concrete, using a minimum design life of 20 years. Minimum concrete thickness shall be approved by the City. The Engineer's design shall match all grades for side streets. Intersection street grades shall be extended, if required, to develop non-abrupt side street grades. Both sections will be included in the bid documents for public bidding.
12. The extension of 47th Avenue from Columbus Street to Waverly Drive is to be designed as an asphaltic concrete, residential street. The sidewalk and curbs will not be constructed with this project. Only the center 24 feet of asphalt will be constructed and is to be at design grade so that a future improvement may utilize the pavement structure provided with this project. Provisions for roadside drainage will be designed and constructed in place of the usual curb and storm drain pipes.
13. Asphaltic concrete turnarounds shall be provided on Columbus Street approximately as shown on the conceptual plan. Exact location shall be determined by the City during the design process. The turnarounds shall have the same radius as a standard cul-de-sac but will not be curbed. As much of the existing Columbus Street pavement surface shall be utilized as possible.
14. The Columbus Street improvement is to be designed as a full arterial street. The sidewalk and curbs may not be constructed with this project due to right-of-way constraints. Provisions for roadside drainage shall be designed and bid as a construction alternate, in place of the usual curb and gutter system.
15. The Engineer shall submit the calculations for sizing the storm drainage pipe system. The Engineer's street design shall allow properties to drain onto the street, utilizing weep holes if necessary. Existing catch basins shall be saved where practical.
16. This project crosses the Santiam canal, which flows through a structural plate culvert previously installed across the full width of the Waverly Drive right-of-way. The canal is the City of Albany's only raw water source and must be protected. The design will not route storm drainage of any kind into the canal, nor will temporary drainage during construction be allowed.
17. The Consultant will be responsible to submit required information to and obtain all necessary permits from agencies having jurisdiction over all or a portion of the project. These agencies may include, but are not limited to, the Division of State Lands (DSL), DEQ, and Linn County.
18. The existing railroad crossing at Columbus Street will be relocated to the new Waverly Drive alignment, leaving a pedestrian only crossing at Columbus Street. The City has submitted the application to the PUC for relocating the crossing. The Consultant will provide any design information that may be required for the City to gain approval of the application.
19. The City is in the process of obtaining an easement from SPTC over the proposed street crossing location. The Consultant will coordinate with SPTC to accommodate design and installation of a rubberized crossing and protective devices according to PUC requirements.
20. The City has communicated with DSL and determined that the only portion of the project which may impact a wetland is the area south of the railroad and east of Columbus Street. The Engineer shall do a delineation for the Waverly Drive and 47th Avenue right-of-ways within this area. If it is determined that a wetland exists, a mitigation plan may be required. If so, the Engineer shall contact the City as required in Article V, Compensation. Any required mitigation design work shall be considered extra work and additional time will be negotiated for the Engineer to provide required information and obtain a DSL permit on behalf of the City.
21. The sanitary sewer system is fully constructed to serve the subdivisions along Waverly Drive. There are existing manholes which must be accommodated between the canal and Del Rio Avenue.

A 12-inch sanitary sewer is to be extended southerly along Columbus Street to the south side of Oak Creek, a distance of approximately 850 feet. The Engineer will advise the City on the maximum length of extension which can operate under gravity flow, and where a force main will be needed for future use. The sewerline shall be designed and bid so that it may be terminated on the north side of the bridge, if necessary.

22. The Engineer shall reference out all government and property corners during the design phase of this agreement. A copy of the notes for the referenced corners shall be delivered to the City prior to award of the construction contract.
23. The Engineer shall write all appropriate special provisions for all aspects of the design. This shall include, but is not limited to, the waterline, sanitary sewer, storm drainage, street design, water shut-off procedures, traffic control requirements, and any other pertinent information.
24. Engineer shall prepare and submit for final review, plans, specifications, engineer's estimate, and incorporated changes brought about by the City reviews. Final plans and specifications shall be in a format as approved by the City and ready for bid advertisement.
25. The Engineer shall immediately contact the utilities and identify any immediate concerns. The Engineer shall send copies of 90-percent and final design construction drawings to all utility companies as soon as practical. The Engineer shall solve all utility companies' conflicts and coordinate the schedules.
26. The Engineer shall provide the City with copy of all grade and location sheets computed for any aspect of this project.
27. The Engineer shall assemble the bid package in the proper order using the City's contract documents. The Engineer shall make fifty (50) copies of the bid documents and deliver these copies to the City for the advertising phase of the project. The Engineer shall give the City reproducible originals of the bidding document to use during contract bidding and construction.
28. The Engineer shall answer all questions and do any required addenda subject to the approval of the City, and the City shall issue the addenda. The time allotted for Devco Engineering, Inc., to accomplish these tasks is defined under Article V - Compensation of this agreement.
29. Engineer shall correct errors or omissions in the plans which may be discovered during the bidding phase at no additional cost to the City.

Attachment "A" - Part B
Services During Construction

The services that the Engineer agrees to furnish are all activities required to provide project staking services, project engineering, project administration, and project inspection for the Waverly Drive Extension and Columbus Street project, including, but not limited to, the following:

1. Engineer shall provide all services needed to supervise, manage, and administer the construction contract.
2. Engineer shall schedule and conduct a preconstruction conference, prepare monthly contractor progress payments, and prepare and negotiate change orders with City approval.
3. Engineer shall recommend courses of action to the City when contract requirements are not being fulfilled and implement the appropriate corrective action.
4. Engineer shall, during the course of construction, provide any required design changes, as approved by the City, which may result from changed conditions or unforeseen circumstances.
5. Engineer shall schedule and conduct weekly meetings with the City and other appropriate individuals and/or utility companies to discuss such matters as procedures, progress, problems, and scheduling.
6. Engineer shall administer and provide the resident daily inspection of construction work in progress as required to monitor compliance with the contract documents and perform engineering services during construction by witnessing and reviewing test results, material quality, and workmanship to maintain effective quality control of construction work. The Engineer shall recommend to the City the type and amount of testing required. The City will then arrange for testing services which are to be coordinated by the Engineer. The Engineer shall coordinate with the City's testing firm to establish a proctor test value from the contractor's designated rock source for the 1"-0 crushed rock prior to the beginning of construction. Check molds may be required during the project as directed by the City's representative.

The Engineer shall keep records for each test performed describing the type of test, test procedures, conditions under which the test was performed, and the location of the test. Test results shall be reviewed by the Engineer for compliance with the specifications.

The Engineer shall coordinate with the City for TV inspection of storm drain and sanitary sewer pipelines.

7. Engineer shall develop and implement a specific program to monitor and check workmanship and materials provided and installed by the contractor and shall determine construction quantities and accuracy of the contractor's work. The Engineer shall prepare and recommend contractor's pay quantities.
8. Engineer shall administer the construction contract to assure contractor performance in regard to submission of schedules, billings, shop drawings, construction zone signage, and other required documentation.
9. Engineer shall perform the final project inspection and prepare the final punch list, accompanied by the City's representative, to verify that the work has been completed in accordance with the contract documents, and prepare the final pay estimate. The Engineer shall recommend to the City final acceptance of the project and that the final payment be made.
10. Engineer shall maintain records, maps, plans, and construction data necessary for the preparation and submission to the City a complete set of 24" x 36", reproducible photo mylar record drawings.

11. Engineer shall prepare daily inspection reports to record weather, progress of work, quantities of work installed, construction procedures, problems encountered, action taken, and the chronological sequence of activities and submit the inspection reports to City each week. The Engineer shall send to the contractor the weekly Notice of Contract Day Assessment and deliver a copy to the City.
12. Engineer shall deliver to the City all testing results. Engineer shall deliver to the City an itemized list indicating all repeat compaction and bacteriological testing and how much time and expense was accumulated conducting these repeat tests. Engineer shall reduce the contractor's progress payments to cover the costs for all repeat tests.
13. The Engineer shall keep a detailed log of all time, materials, and finances expended for all contractual services and deliver to the City a copy of the log at the time of the Engineer's monthly billing. At any time the Engineer expects to exceed one of the estimated totals, the Engineer shall contact the City without delay, in writing, and a new estimated total shall be negotiated. At the direction of the City, the Engineer shall reduce the contractor's progress payment to cover the costs of the Engineer's time to monitor the contractor's work outside of the normal working hours as defined in the Standard Construction Specifications 105.13.00 - Working Hours. The Engineer shall itemize their hours and other costs as required to monitor the contractor's work which occur outside of these normal working hours on the contractor's progress payment.
14. Engineer shall provide all required design changes. Design changes required due to unforeseen circumstances shall be provided by the Engineer at the established fee rate schedule. Design changes as a result of errors or omissions by the Engineer shall be made at no additional fee. All design changes shall be approved by the City.
15. The Engineer shall perform all required surveying and construction staking.
16. The Engineer's inspector shall meet with the City representative prior to the beginning of construction.
17. The Engineer's inspector shall be on site an average of four hours per day, more or less, as needed and agreed to ensure compliance with the contract documents.
18. The Engineer shall address all construction questions and conflicts, answer the public's concerns, and offer to the City contract advice.
19. The Engineer shall coordinate with the City of Albany Operations to turn off water valves during construction.
20. The Engineer shall verify all grades for all aspects of the project and provide the City with a copy of the inspection grade sheets.

Attachment "A" - Part C
City Furnished Data

Information the City of Albany has available to the Engineer:

1. AutoCAD base map of the area on disk. Base map is an incomplete copy of the aerial base maps we use in our office.
2. AutoCAD conceptual map of the street, showing preliminary proposed location of curbs, sidewalks and general alignment.
3. Water maps. These maps are Pacific Power and Light's general location maps at approximate 1" = 200'.
4. Storm Drainage Maps. These maps are 1" = 100' and the general storm drainage location has been drawn onto the City's aerial maps.
5. Sanitary Sewer Maps. These maps are 1" = 100' on the City's aerial maps.
6. Copies of Assessor maps.
7. Access to City Staff members.
8. City shall supply copies of specifications from previous projects as examples for the Engineer.
9. Copy of the application the City made to the PUC to relocate the railroad crossing.
10. As-built records for the structural plate culvert installed in the Santiam canal.
11. Information the City receives from DSL.
12. Information the City receives from SPTC.

Attachment "A" - Part D
Agreement Schedule

Council Award of Consultant Agreement	2/12/1992
50% Review of Bid Package	3/10/1992
90% Review of Bid Package	3/31/1992
Final Design and Bid Package Delivery	4/8/1992
Advertise	4/10/1992
Open Bid	5/4/1992
Award Contract	5/13/1992
Begin Construction (approximate)	5/25/1992
End Construction (approximate)	10/30/1992

Attachment "A" - Part E
Schedule of Rates

Principal Engineer	\$85.00/hr
Design Engineer II	\$65.00/hr
Design Engineer I	\$55.00/hr
Engineering Tech. II/CAD	\$48.00/hr
Engineering Tech. I/CAD	\$41.00/hr
Engineering Tech. II	\$36.00/hr
Engineering Tech. I	\$31.00/hr
Engineering Aide	\$25.00/hr
Professional Land Surveyor	\$50.00/hr
Survey Crew (2 persons)	\$65.00/hr
Clerical	\$20.00/hr
Construction Engineer	\$55.00/hr
Construction Inspector	\$36.00/hr

Expenses:

Subconsultants	Net Direct Cost + 2%
Mileage	\$0.25/mi
Blue Prints	\$0.35/sq ft
Photocopies	\$0.05 each