



Resolution No. 2002-027

A RESOLUTION AUTHORIZING THE CITY MANAGER, IN REFERENCE TO THE MEINECKE/99W PROJECT, TO INCREASE THE DESIGN CONTRACT, ENTER INTO A CONSTRUCTION SERVICES CONTRACT, AND SECURE RIGHT-OF-WAY EAST OF SMITH AVENUE

WHEREAS, construction of the Meinecke-99W intersection has been one of the city's highest priority transportation projects since the current Transportation Plan was adopted in 1990; and

WHEREAS, the project is funded by \$6.0 million from the Oregon Department of Transportation (ODOT) with the remainder from transportation impact fees (TIF); and

WHEREAS, project design exceeded the original budget because the scope of the project increased significantly during the preliminary and final design process; and

WHEREAS, a contract extension is needed for construction services on the project; and

WHEREAS, right-of-way acquisition is required for the city portion of the project, east of Smith Avenue.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to approve supplements to the design contract with Hopper, Dennis, and Jellison, PLLC so that the total design cost does not exceed \$714,699.

Section 2. The City Manager is authorized to extend the contract with Hopper, Dennis, and Jellison, PLLC to include construction services for a total additional cost not to exceed \$461,379.


Section 3. The City Manager is authorized to secure project right-of-way east of Smith Blvd. at a total cost not to exceed \$70,590.

Section 4. The City Manager is authorized to secure project right-of-way from the school district at no cost to the city in exchange for the city constructing all needed frontage improvements along the school's property.

Duly passed by the City Council this 11th day June of 2002.


Keith Mays, Council President

ATTEST:


C.L. Wiley, City Recorder

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June 11, 2002

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EXHIBIT B-1

SCOPE OF WORK

HWY 99W / Meinecke Road Intersection Improvement Project
Project Number 001848_3

A. Contract Management

This item includes all Contract Administration necessary to successfully complete construction and close out of the construction contract.

- 1) Attend pre-bid on-site meeting.
- 2) Attend bid opening and assist with contract award.
- 3) Attend Preconstruction Meeting.
- 4) Meet with City staff to discuss the approach for contractor payment, construction inspection and general contract administration.
- 5) Monthly progress billings for contract payment. Review contractor wage rate documents and other submittals as required.
- 6) Process construction payments to the contractor.
- 7) Provide ongoing contract management, coordination and communication with City staff throughout the project.
- 8) Attend Pre-Paving meeting.
- 9) Prepare and submit monthly construction service billings.
- 10) Evaluate contractor requests for construction changes.

B. Project Tracking and Reporting

This item covers all work to prepare progress reports and update the construction project schedule and prepare the necessary progress reports as detailed below.

- 1.) Meet with the contractor and owner twice a month to review contract progress.
- 2.) Submit a monthly progress report indicating work completed. Review the work completed and budget used periodically throughout the project between regular progress reports to ensure that the scheduled contract work and budget are being maintained.
- 3.) Submit billing requests to City of Sherwood for payment to the contractor for monthly progress payments.
- 4.) Track and report construction engineering expenditures.

C. Construction Inspection

- 1.) Provide on site construction inspection and represent the client during project construction as needed.
- 2.) Prepare and maintain project records and diaries.
- 3.) Coordinate with the contractor for all required materials testing.
- 4.) Provide on going project management during construction and final close out.
- 5.) Provide coordination and liaison between the Contractor, ODOT, City of Sherwood, Project Inspector and materials testing personnel.
- 6.) Finish grade sheets required for construction.

- 7.) The Contractor and ODOT will provide materials testing required by the contract provisions. Coordination and materials testing records will be provided by Hopper Dennis Jellison P.L.L.C.
- 8.) Prepare and process all necessary project change orders.

D. Construction Surveying

- 1) Our sub-consultant, G & L Surveying, Inc will provide surveying required by the contract provisions.
- 2) Hopper Dennis Jellison P.L.L.C. will provide coordination and oversight of project survey operations.

E. Materials Testing

Quality Assurance (QA)

The contractor is to provide (QA) services for this project. Our scope of work will consist of reviewing the field reports prepared by the QA personnel. In addition, it is anticipated that ODOT will perform the spot checks required by the materials manual to verify that contractor testing meets ODOT requirements.

Quality Control (QC)

The Contractor will be responsible for the day-to-day observation and testing for the earthwork, pavement, and structural portions of the project. The purpose of the QC inspection and testing will be to check for conformance with the project specifications. The QC technician will monitor site stripping, site grading, trench backfilling and compaction, installation and compaction of base rock for pavement areas, and testing of asphalt concrete. In addition, foundation subgrades for the walls and all other structures will be monitored. The QC agency will also be responsible for testing and sampling of Portland cement concrete used in structure construction.

ODOT is anticipating that part-time site visits will be required during the subgrade preparation, utility installation, and base rock placement and compaction. Visits will be conducted for observation of proof rolls, subgrade inspections, base rock testing, and utility trench backfill testing. Inspections will be conducted on an "on-call" basis, with QC scheduling being based primarily on the needs of the Hopper Dennis Jellison P.L.L.C. inspector or jurisdictional agencies (ODOT). Inspections are expected to be on a part time basis during the placement of Hot Mix Asphalt Concrete and Portland cement concrete.

Hopper Dennis Jellison will coordinate materials testing and provide liaison between the Contractor, City and ODOT.

F. Record Drawings

Hopper Dennis Jellison P.L.L.C. will collect from the contractor, subcontractors and subconsultants all record drawings. We will maintain other drawings for work that is not covered in the contract to be done by contractors or others. At project closure, record drawings will be consolidated and submitted to the City for archiving.

G. Extra Work

This work includes any item not covered in the above scope of work or specifically excluded below. No costs have been included for extra work in the cost estimate.

Reimbursable Expenses

This work includes non-salary costs associated with costs for mileage, project related portion of cell phone bills, per diem, printing, copies, monthly phone bill for field office trailer, photo processing and etc. Invoices will be submitted with billings for any items covered under reimbursable expenses.

Specific Exclusions

The following items of work are specifically excluded from the scope of this agreement. This work may be added under either a supplemental agreement or as a limited overrun of hours not to exceed 10% in billed hours or cost based on the total hours and dollars of this agreement. The City must authorize the aforementioned overrun in writing before the overrun occurs to be compensable.

- 1.) Preparation of Utility Relocation Plans for the various utilities that may be affected by the construction of the project.
- 2.) Property acquisitions and negotiations.

City of Sherwood Responsibilities

City of Sherwood will provide the following items and / or services:

- 1.) Direction as to agreements with adjacent property in regards to the construction project and right of way acquisition.
- 2.) Direction as to resolution of construction issues after obtaining Hopper Dennis Jellison P.L.L.C. recommendations pertaining to project changes proposed by the contractor or the City of Sherwood.
- 3.) Payments to the contractor based on progress reports from Hopper Dennis Jellison P.L.L.C.
- 4.) Attend construction meetings as required and provide policy decisions in regards to contract issues.
- 5.) Process change orders through appropriate City Staff for approval or denial.