

RESOLUTION NO. 3114

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BROWN AND CALDWELL, INC. FOR ENGINEERING CONSULTING SERVICES FOR THE BOECKMAN CREEK FLOW MITIGATION PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 7068).

WHEREAS, the City has planned and budgeted for engineering consulting for Capital Improvement Project (CIP) No. 7068 known as the Boeckman Creek Flow Mitigation project (the Project); and,

WHEREAS, Brown and Caldwell was selected using the Direct Appointment Procedure provided by OAR 137-048-0200(1)(d) that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, the Project consists of work that has been substantially described, planned or otherwise previously studied or rendered in earlier contracts that were awarded under rules adopted under ORS 279A.065; and

WHEREAS, Brown and Caldwell completed the engineering services for CIP #7065 – Boeckman Creek Hydraulic Analysis under Professional Services Agreement MPSA 2018-103BC between Brown and Caldwell and the City of Wilsonville; and

WHEREAS, Brown and Caldwell completed design services for CIP #2102, 4205, 4206, 4212, 7067 - Boeckman Road Corridor Project under the Progressive Design Build Agreement with Tapani|Sundt A Joint Venture; and

WHEREAS, the Project is a continuation of the CIP #7065 and CIP #4212 projects; and

WHEREAS, Brown and Caldwell is completing engineering services for CIP #7064 – Stormwater Master Plan Update for which they have developed modeling data and drainage basin information and completed the Boeckman Creek Flow Mitigation Alternatives Study all of which are integral to the Project; and

WHEREAS, Brown and Caldwell continues to be qualified to provide engineering services for the Project on the basis of their specialized experience and technical expertise;

WHEREAS, the Project will promote efficient use of public funds and resources by continuing to contract with Brown and Caldwell to complete the engineering services for Boeckman Creek Flow Mitigation design and construction; and

WHEREAS, seeking engineering services from another firm will take time and will delay the Project which is needed to complete the stream restoration associated with the Boeckman Bridge for which construction has started; and

WHEREAS, seeking engineering services from another firm will result in not only redundant expenditure of City funds for knowledge transfer that Brown and Caldwell possesses, but will take significant time for a different firm and for City staff; and

WHEREAS, the Project scope utilizes the services of approximately a half-dozen design sub-consultants who benefit from participating in the Project, thus distributing work opportunity and not showing favoritism among engineering firms; and

WHEREAS, the City of Wilsonville selectively uses the direct appointment procedure, realizing the importance of protecting the integrity of the Public Contracting process.

WHEREAS, the City conducted contract negotiations with Brown and Caldwell to develop the Professional Services Agreement, Scope and Fee for Engineering Services for the Project that are found to be acceptable and appropriate for the services to be provided.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. Selecting and contracting with Brown and Caldwell for the Project through the use of the Direct Appointment Procedure duly followed Oregon Public Contracting Rules and the City Council finds that using this process:

1. Promotes efficient use of public funds and resources and results in substantial cost savings to the City of Wilsonville, and
2. Protects the integrity of the Public Contracting process and the competitive nature of the Procurement by not encouraging favoritism or substantially diminishing competition in the award of the Contract.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional

Services Agreement with Brown and Caldwell for a not-to-exceed amount of \$1,079,366 which is substantially similar to **Exhibit A** attached hereto.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 22nd day of February 2024, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Julie Fitzgerald
8A974AF3ADE042E...

JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

EXHIBIT:

A. Ash Meadows Flow Mitigation Project Professional Services Agreement

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Ash Meadows Flow Mitigation Project (“Project”) is made and entered into on this ____ day of _____ 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Brown and Caldwell, Inc.**, a California 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 stormwater flow diversion and modification 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 January 1, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

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

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

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing, but the City will not be responsible for any additional costs as a result of the Force Majeure event. 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 the fixed price of ONE MILLION SEVENTY-NINE THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS (\$1,079,366) 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. Consultant's Rate Schedule is set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

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

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

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

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

Section 5. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, for those employees and/or subcontractors working on this Project who are subject to prevailing wage rates on public works contracts, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective January 5, 2024, 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/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each applicable trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. If applicable, 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). If applicable, 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 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

Section 7. City's Project Manager

The City's Project Manager is Andrew Barrett. 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 Kaitlin Vacca. 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. 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. The City hereby agrees that Consultant will contract with KPFF, Inc., Haley & Aldrich, Inc., Archaeological Investigations Northwest, Inc., Morgan Holen & Associates, LLC, Pacific Habitat Services, Inc., GreenWorks, PC, and Waterway Consulting, Inc. to provide services that are a critical part of this Agreement.

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

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

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

Section 13. Consultant Responsibilities

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

13.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

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

13.4. When required under Oregon law, Consultant must provide proof of, and maintain throughout the term of this Agreement, a statutory public works bond, or proof of certification if exempt, filed with the Construction Contractors Board prior to starting work on the Project, and must require in any subcontract that the subcontractor file a public works bond, or proof of certification if exempt, with the Construction Contractors Board prior to starting work on the Project.

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 must 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 Services hereunder. Any and all agents or subcontractors with which Consultant contracts for any portion of 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 of 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. Pollution Liability Coverage. Consultant shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Agreement. Consultant will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality (“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

15.1.5. 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.

15.1.6. 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.

15.1.7. 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, Pollution Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via

ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Services contemplated under this Agreement.

15.1.8. 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, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Consultant fails to cure prior to expiration of the cure period, the Agreement is automatically terminated.

16.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

16.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 20**, for which Consultant has received payment or the City has made payment.

Section 17. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 18. Modification/Addendum

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

change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 19. Access to Records

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

Section 20. As-Builts/Property of the City

Consultant must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, 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.

Section 21. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Andrew Barrett, Capital Projects Engineering Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Brown and Caldwell, Inc.
Attn: Kaitlin Vacca
201 N Civic Drive, Suite 300
Walnut Creek, CA 94596

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 or any other documents, the

provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

22.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

22.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

22.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

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

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

22.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

22.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

22.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

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

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

22.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

22.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

22.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

22.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

22.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

22.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

22.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

22.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

CITY:

BROWN AND CALDWELL, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney
City of Wilsonville, Oregon

EXHIBIT A SCOPE OF WORK

Project Understanding

The Ash Meadows and Boeckman Creek Flow Mitigation Projects will be designed to capture flows currently being diverted toward Boeckman Creek within the Coffey Creek and Ash Meadows basin corridor. The proposed work consists of two phases: Phase 1 includes work within the Ash Meadows tributary area required to divert flows away from Boeckman Creek, and Phase 2 includes the stream restoration and mass grading of the region below the new Boeckman Road bridge (completed by others). Phase 2 project management tasks are included in this proposal. All remaining Phase 2 scope and fee items will be provided by an amendment request. The Boeckman Creek design plans, provided by the City, will be reviewed as a part of this scope of work (SOW); the Phase 2 scope and fee will be developed as described in Task 1 below.

The Ash Meadows project extents are outlined in Figure 1 with a red line. Topographic and utility surveys will be completed within this boundary. The areas shown outlined in blue are areas where work and disturbances are anticipated. Any upgrades or design required within the areas outside of the blue boundaries are assumed to be excluded from this SOW.

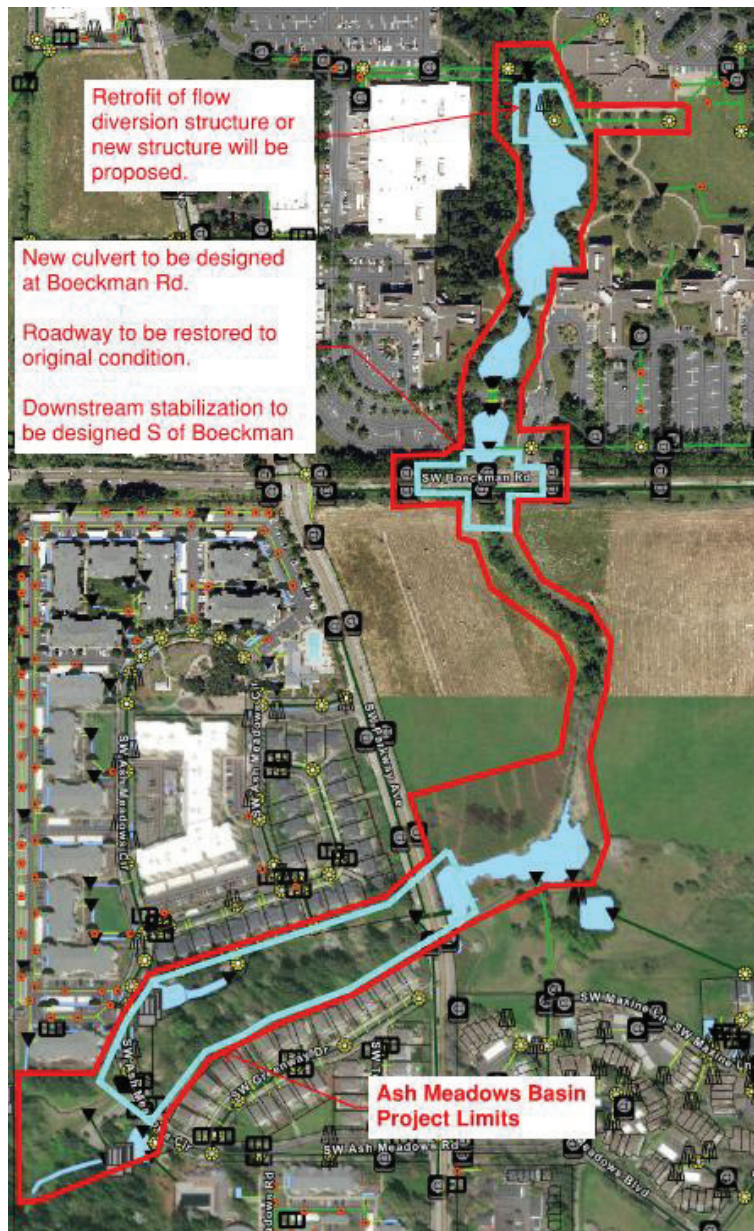


Figure 1. Project extents for Ash Meadows flow mitigation design and bidding services (Phase 1)

The work anticipated under Phase 1 includes:

- Retrofitting the existing flow diversion structure on Siemens property (or proposal of a new structure) and diverting flows towards Ash Meadows site via Coffee Lake Creek.
- Upsizing and re-design of the culverts crossing Boeckman Road to accommodate new flows. Fish passage will be accounted for if required.
- Re-design of the Ash Meadows basin limits between SW Parkway Avenue and SW Ash Meadows Circle to provide additional storage and flow mitigation. Improvements will be designed to attenuate flows west of Ash Meadows Rd. to match existing flow conditions at the 25-year storm event. This may include re-design of the culverts or structures within the project area.

This SOW includes all anticipated services needed to gather required information to complete the designs and complete construction documents for the 30%, 60%, 90%, and 100% Issued for Construction (IFC) Plans, Specifications and Estimates (PS&E) packages for Phase 1.

The Boeckman Creek Hydraulic Evaluation (dated January 31, 2022) provided by BC will be used as basis of design for both Phases. However, the Ash Meadows flow mitigation project will not provide full mitigation of flows resulting from the stream restoration and flow control structure removal at Boeckman Creek. Full mitigation of flows within Boeckman Creek is not a requirement of this project.

Scope of Services

Task 1 Project Management

Project management is a critical activity to be integrated with the execution of all tasks. BC will provide a single point of contact for ongoing coordination with the City staff. The provided scope assumes there will be an amendment to include the services required to complete the stream restoration project at Boeckman Creek. Similar to Task 8 where permitting services are assumed to be completed for both the Ash Meadows flow mitigation project and the Boeckman Creek stream restoration project, BC will provide project management services as defined in this task for both phases. Any project administration or coordination required by BC subcontractors is incorporated into their respective tasks. Tasks 2, 3, 4, 5, 6, 7, 8, and 9 are led by BC subcontractors as noted within each task.

The BC Project Manager will coordinate with the City staff, subconsultants, and stakeholders to deliver the scope defined herein. BC will utilize procedures related to project administration and controls, cost estimating, scheduling, project documentation, risk management, QA/QC, and others as necessary to manage budget, scope, and time management for the Project. BC assumes a scope duration of 18 months with an anticipated notice to proceed by March 1, 2024.

To promote successful completion of this this Project in a timely manner and to the satisfaction of the City, project administration items include but are not limited to the following:

- Tracking project budget and project invoicing
- Communication of project milestones
- Development of delivery schedules as needed

BC will schedule, lead, and attend the following anticipated meetings:

- Monthly virtual project team meetings with the City (assumes a duration of 18 months). Each meeting assumes 1 hour of preparation, 1 hour of presentation, and 1 hour of post-meeting documentation.
- Additional virtual coordination meetings with the City are included to review tasks, coordinate subcontractors, review schedules, or other aspects of the project. Up to 12 additional 1-hour virtual meetings are included.
- Four, in-person visits for the Design Team (Design Manager, Project Manager, Project Engineer) to attend throughout the course of the anticipated 18-month schedule.

- Four virtual meetings (up to 2 hours each) are included for the Design Manager, Project Manager, and Project Engineer to support Task 8 Permitting Services.

BC will attend and provide assistance to the City at one Public Information Meeting regarding the Ash Meadows flow mitigation project concept design. The meeting location, logistics, invitations, and preparation of presentation material will be the primary responsibility of the City. BC will review and provide comments on materials and provide graphics that are already developed as part of the scope of work in other tasks. It is anticipated the Public Information Meeting will occur following the submittal of 60% plans and materials. Materials developed to that point in the project may be used at the meeting.

Review of Boeckman Creek Documents and Proposal Development. BC will review the following documents provided by the City and will complete an estimate of scope and fee required to take the project through completion with BC as the engineer of record.

- 20231208-SPEC-BRCP-GMP3.1-IFC_WORKING.docx
- 20231215-DWG-BRCP-GMP3.1-IFC-Signed.pdf
- CAD files form GMP3.1

Phase 1: Ash Meadows Flow Mitigation

The following scope items are specific to the work that will be completed within the Ash Meadows Project Extents (Figure 1).

Task 2 Topographic and Utility Survey

BC's subcontractor, KPFF, will provide topographic and utility survey services. KPFF's deliverables will be incorporated into the 30%, 60%, 90%, and 100% (IFC) submissions. Surveying and mapping for the project are defined in Figure 2 below. The horizontal datum used will be the Oregon Coordinate Reference System (OCRS) and the vertical datum used will be NAVD 88. Survey will include existing surface features, including but not limited to, irrigation features, curbs, sidewalks, face of buildings, utilities, valve boxes, structures, culverts, and trees. Type, size, materials, and location of all underground facilities including invert elevations of sanitary, storm sewers, manholes, and valve boxes will be collected. The centerline and edges of roads will be provided. Trees 6-inches or larger will be tagged with arborist tree tags and an identifying tree number at 4.5 feet above grade (diameter at breast height) between SW Parkway Avenue and SW Ash Meadows Circle (Ash Meadows Flood Basin Area). One Call utility notification system will be submitted pre-survey and collected during field survey. An AutoCAD 3D base map and TIN surface will be created. Additionally, up to 10 legal descriptions (ROW/easements) on up to 4 parcels can be provided.

Task 2 Contingency Items

Provide additional survey information for the areas outlined in yellow in Figure 2 below. If data is requested, the BC team will provide survey of this area which may consist of LiDAR contours and a ground survey of the existing storm drainage facilities. This contingency can also be utilized for various survey requests at the discretion and direction of the City.

Task 2 Deliverables:

- Electronic copy of field notes
- AutoCAD/Civil 3D 2021 (.dwg) version of the basemap and 3D TIN surface and PDF versions.

Task 2 Assumptions:

- The City will clear blackberries and non-native invasive species from critical site areas to help facilitate speed and accuracy of survey fieldwork.
- Right-of-way resolution of I-5 is not included.
- Review of utility provider relocation plans will not be necessary.

- No cross-sections or bathymetry of ponds on Siemens property are included.
- Full topography for 100 feet downstream of Boeckman Road and 100 feet upstream of Parkway Avenue will be provided.
- Channel cross-sections between Boeckman Road and Parkway Ave will be provided every 100 feet with a minimum of 5 points. Up to 7 cross-sections are included.
- LiDAR contours will be used in areas of dense vegetation.
- LiDAR (provided by the City) will be utilized for ground topographic information in the contributing watershed to supplement site specific provided plan information.

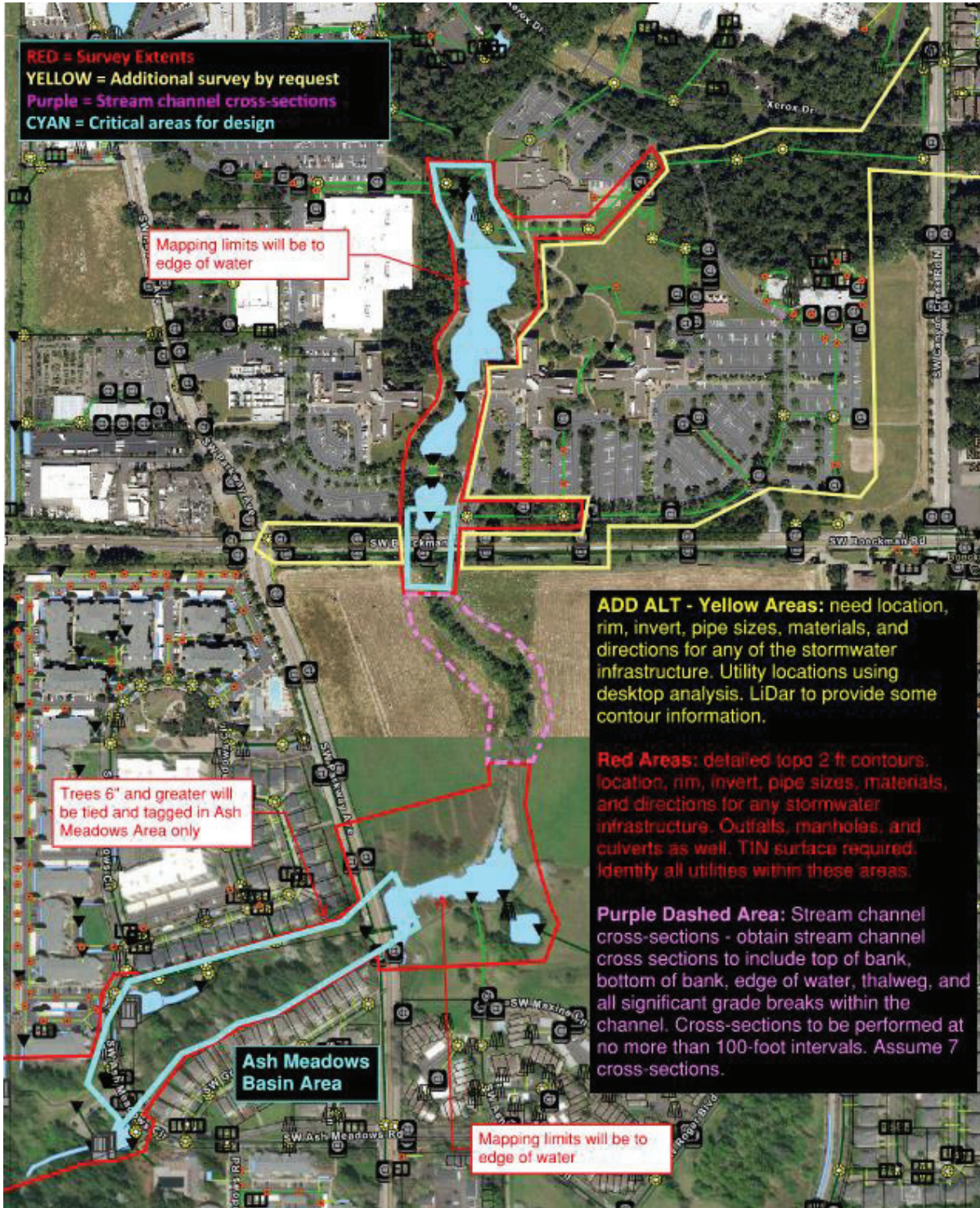


Figure 2. Survey extents and descriptions

Task 3 Geotechnical Engineering Services

BC's subcontractor, Haley & Aldrich will provide geotechnical engineering and limited hazardous materials assessment services. Haley & Aldrich's deliverables will be incorporated into the 30%, 60%, 90%, and 100% (IFC) submissions. This task is specific to Phase 1 Ash Meadows Flow Mitigation.

Locations are anticipated within critical project areas as indicated by Cyan outlines in Figure 3 below to characterize subsurface soil and groundwater conditions and assess and identify known or potential environmental conditions.



Figure 3. Geotechnical field exploration locations

Geotechnical and hazardous materials assessment services will include:

- Data Review/Reconnaissance
- Exploration and Testing Work Plan (ETWP)
- Laboratory Testing
- Engineering Analysis
- Geotechnical Report
- Geotechnical Engineering Design Advisory
- Groundwater Monitoring
- Limited Hazardous Materials Review
- **Data Review/Reconnaissance:** Review available information to evaluate geologic conditions and hazards along the proposed Project alignment, such as geologic units, historic land use, and fill materials. Readily available information will be reviewed from the following sources (as applicable):
 - Published geologic conditions, geologic hazard, and soil survey maps.
 - Water well logs available on the Department of Environmental Quality website.
 - Existing published and unpublished literature provided by the City.
 - Previous geotechnical reports from nearby the Project provided by the City.
 - As-built roadway and drainage plans (as available from the City).
 - Conduct a geologic and geotechnical reconnaissance of the site consisting of up to two (2) site visits to identify the following:
 - Geotechnically relevant geologic and surface conditions in the vicinity of the Project alignment.
 - General condition of the culverts, ditches/drainageways, stormwater ponds, nearby roadways, and other man-made improvements in the project area.
 - Exploration locations, which will be marked with stakes or paint on the ground.
 - Exploration and Testing Work Plan (ETWP): Prepare an ETWP prior to beginning field work. No field work will be performed, other than initial site reconnaissance, before review and approval by City of the ETWP.
 - The ETWP will address the proposed exploration types (e.g., cone penetration tests [CPT], Geoprobos, hand augers, and/or test pits) and locations; site access; exploration and sampling

procedures; preliminary laboratory testing plan; safety plan; utility locating plan; and traffic control plan (if needed). For preliminary budgeting purposes, we have assumed the following explorations will be completed:

- Up to one paired CPT and Geoprobe advanced to 20 feet below ground surface (bgs) near the northern flow control structure.
 - Up to one paired CPT and Geoprobe advanced to 20 feet bgs near the south end of the proposed replacement culvert at Boeckman Road. A groundwater monitoring well can be installed at this location (see contingency item).
 - Up to one paired CPT and Geoprobe advanced to 20 feet bgs near the east end of the culvert at SW Parkway Avenue.
 - Up to two Geoprobos or hand-augered borings excavated up to 10 feet bgs west of SW Parkway Avenue and near the creek channel leading to Ash Meadows Circle.
 - Up to two paired CPT and Geoprobos advanced up to 20 feet bgs between SW Parkway Avenue and Ash Meadows Circle. Groundwater monitoring wells can be installed at these locations (see contingency items).
 - Coordinate with the City regarding access to the project site. Obtain ROW permit from the City for the explorations in City ROW. It is assumed the City or others will obtain right-of-access and permission to conduct geotechnical explorations on all private properties and will clear vegetation from all exploration areas.
- **Laboratory Testing:** Perform laboratory tests on disturbed and/or undisturbed soil samples obtained from the explorations to:
 - Characterize the subgrade and subsurface soils.
 - Develop engineering soil parameters for the proposed improvements.
 - Assist with determining engineering geologic unit boundaries.
 - Check field soil classification.
 - The laboratory testing program shall be performed in accordance with standard ASTM or AASHTO practices, and for budgeting purposes is assumed to include the following:
 - Up to eighteen Moisture Content tests;
 - Up to seven Atterberg Limit Tests
 - Up to seven Grain Size #200 Washes
 - Up to five Grain Size Analyses
 - **Engineering Analysis:** Conduct geotechnical engineering analyses to develop design parameters, geotechnical design recommendations, and construction guidelines for geotechnically relevant project components, such as culverts, stormwater structures, earthwork, utility trenches, shoring, and dewatering (as appropriate). The engineering evaluation and analyses will be performed in accordance with the most recent ODOT Geotechnical Design Manual and Pavement Design Guide. Geotechnical analysis shall include:
 - Evaluation of subsurface soil, rock, and groundwater conditions.
 - Evaluation of code-based seismic hazards.
 - Evaluation of stability of new berms and slopes.
 - Evaluation of global and external stability of retaining walls, if any. (The evaluation/design of internal wall stability will be completed as part of the Design task by others.)
 - Development of design parameters for stormwater structures, including lateral earth pressures and bearing capacities.
 - Development of design parameters and construction guidelines for culverts.

- Development of construction guidelines for earthwork, utility trench construction, shoring and dewatering.
- **Geotechnical Report:** Prepare a Geotechnical Engineering Report summarizing geotechnical analyses and recommendations according to the ODOT Geotechnical Design Manual. The Geotechnical Engineering Report will be stamped by a Registered Geotechnical Engineer in the State of Oregon. The Geotechnical Report will:
 - Summarize of subsurface soil, rock, and groundwater conditions.
 - Summarize the results of the geotechnical analyses, including:
 - Seismic design parameters for structures
 - Culvert headwall foundation design parameters
 - Retaining wall foundation and lateral earth design parameters
 - Miscellaneous geotechnical design parameters
 - Summarize the geotechnical design and construction recommendations, including:
 - Design recommendations for culverts, retaining walls, embankments, and shoring
 - Construction guidelines for earthwork, utility trench construction, shoring, and dewatering
- **Geotechnical Engineering Design Advisory:** Review and provide written comments on geotechnical-related plans and specifications to support the 60%, 90%, and 100% design of the project. The geotechnical-related design plans shall include grading, culvert, retaining walls, slopes, and ponds. The geotechnical-related specifications shall include earthwork, culvert, and retaining wall.
- **Limited Hazardous Materials Review:** Conduct a limited “Desktop Hazardous Materials Review” of the project area. The Desktop Hazardous Materials Review will include an evaluation of historical and current use of properties in the vicinity of the Project alignment for potential sources of contamination that could impact the project. The Desktop Hazardous Materials Review will include a review of historical aerial photographs, topographic maps, city directories, and fire insurance maps, where available. The Desktop Hazardous Materials Review will also include a review of regulatory database listings for the presence of potential documented releases in the vicinity of the project alignment.

The Desktop Hazardous Materials Review is not considered to be comprehensive nor in general conformance with the All Appropriate Inquiries Final Rule (AAI Rule) per 40 CFR 312, ASTM Standard Practice for Environmental Site Assessments (ASTM E 1527-21), the ODOT HazMat Programs Procedures Guidebook (2020) and generally accepted procedures as outlined in the American Association of State Highway and Transportation Officials (AASHTO) Hazardous Waste Guide for Project Development guidance document (AASHTO, 1990).

The results of the Desktop Hazardous Materials Review will be presented in a technical memorandum (TM), including identification of potential recognized environmental conditions and recommendations for additional environmental assessment, if necessary.

Task 3 Contingency Items:

- **Monitoring Wells:** If monitoring wells are requested, then we will install pressure transducers (assumed three pressure transducers) with integrated data loggers within the groundwater monitoring wells. The data loggers will be programmed to collect groundwater level readings on a hourly basis for a period of up to 1 year. This contingency fee includes rental of pressure transducers and management of data collection. This would need to be authorized prior to field mobilization for field assessments. If this is not authorized prior to field assessments as defined in this Task, an additional fee will be requested for a secondary mobilization of field equipment.
- **Groundwater Monitoring:** If the groundwater monitoring wells are installed as part of the contingency task, we will return to the site two times over the course of a year to collect groundwater monitoring data from the transducers installed in the piezometers. Data will be shared with the project team as it is collected. After the end of the monitoring period, a TM summarizing the groundwater level data collected will be prepared.
- **Level I Hazardous Materials Corridor Study:** Conduct a Level I Hazardous Materials Corridor Study (HMCS) to assess and identify known or potential environmental conditions within or adjacent to the Project alignment that may impact the project. The Level I HMCS will be comprehensive and in general conformance with the All Appropriate Inquiries Final Rule (AAI Rule) per 40 CFR 312, ASTM Standard Practice for Environmental Site Assessments (ASTM E 1527-21), the ODOT HazMat Programs Procedures Guidebook (2020) and generally accepted procedures as outlined in the American Association of State Highway and Transportation Officials (AASHTO) Hazardous Waste Guide for Project Development guidance document (AASHTO, 1990).

The assessment will address the following potential areas of environmental concern for the project alignment: aboveground storage tanks (ASTs) and underground storage tanks (USTs); contamination of sediment, surface soil, surface water, and groundwater; and solid and hazardous wastes. If obvious during site reconnaissance (no invasive measures will be used), the Level I HMCS may also note other environmentally-related information outside of the ASTM standard, such as the potential presence of asbestos-containing materials and water wells. The findings of the Level I HMCS will be summarized in a Level I HMCS report. The Level I HMCS Report will:

- Summarize historical characterization of the project alignment.
- Summarize regulatory agency file review findings.
- Identify current or historic Recognized Environmental Conditions (RECs).
- Provide recommendations for additional environmental assessment, if necessary.

Task 3 Deliverables:

- Exploration and Testing Work Plan. Submittal date will be established in the initial project schedule
- Draft and final versions of the Geotechnical Report
- Draft and final versions of the Desktop Hazardous Materials Review TM
- Groundwater monitoring memo (contingency task)
- Draft and final versions of the Level I HMCS Report (contingency task)
- Written comments on geotechnical-related plans and specifications

Task 3 Assumptions:

- **Contingency:** The groundwater contingency tasks (installation, monitoring, and reporting), if desired, must be authorized prior to start of the geotechnical field work, so that the wells can be installed during the same field mobilization.
- The team assumes the site soils are not contaminated and are non-hazardous.

- Planned culverts will be pipes that are less than 5 feet in diameter, and therefore will not require seismic design criteria.
- Construction of significant new berms or embankments will not be part of this project, and as such, stability and settlement analysis of new berms will also not be required.
- A site-specific site response seismic hazard analysis will not be required for this project.
- All field exploration will be done during standard business hours (7 a.m. to 6 p.m.) with no other limitations on workday or hours of operation.
- The City will obtain access agreements with the owners or occupants of any private property along the project alignment for the Level I HMCS study and/or geotechnical investigation.
- The City will contact property owners ahead of the Level I HMCS study interviews to explain the project, arrange access and identify appropriate representatives of each property and their associated contact information (i.e., telephone number). The scope assumes the team we will contact up to three property representatives to set appointments for interviews once they have had initial contact by the City.
- The Desktop Hazardous Materials Review and Level I HMCS scopes of work do not include destructive or non-destructive sampling or testing of soil, water, building materials, etc. If such work is deemed necessary, then further investigation will be required.
- A Level II investigation, including environmentally focused subsurface exploration, sampling, and testing, is not included in the current scope of work.

Task 4 Cultural Resource Services

The work under Task 4 will be completed by BC's subcontractor, Archaeological Investigations Northwest, Inc. (AINW). The project will require a U.S. Army Corps of Engineers (USACE) permit for the work conducted within the project's Area of Potential Effects (APE) and will be subject to cultural resources review under federal Section 106. Outside of the APE for USACE permitting as described above, the project will not be subject to federal cultural resources review.

- **Archaeological Fieldwork:** In order to determine if significant archaeological resources are present, AINW will conduct a walkover survey, excavate up to 20 shovel tests under permit from SHPO, and prepare a report documenting the results. All shovel tests will be backfilled immediately upon completion. Forms for historic and archaeological resources within or adjacent to the federal APE will be appended to the report.
- **Historic Resource Fieldwork:** AINW will conduct record searches, a literature review, and a field survey in both the federal and non-federal portions of the project APE to identify resources greater than 45 years of age that may be historically significant. Any resources subject to Section 106 review by the USACE within the project APE will be inventoried, with recommendations for eligibility within the National Register of Historic Places (NRHP) included. The results of the survey will be included in the cultural resource survey report for the project.
- **Reporting:** Survey results will be presented in a single cultural resource survey report. AINW will prepare the survey report for review by the USACE, the Oregon State Historic Preservation Office (SHPO), and Tribes. Forms for historic and archaeological resources within or adjacent to the Section 106 APE will be appended to the report.
- **Coordination:** Up to 9 hours is assumed for project team coordination meetings.

Task 4 Contingency Items:

If an archaeological site is identified during the pedestrian or shovel testing surveys, request for authorization of a contingency task will be made for additional effort. Tasks in this phase of work include the documentation of the archaeological site, the preparation of an archaeological site form for submission to SHPO, and the curation of artifacts recovered during excavation.

Task 4 Deliverables:

Archaeological Fieldwork:

- Should pedestrian survey identify areas for shovel testing, then a draft permit work plan will be provided to client for review and approval.
- The final permit application will be submitted to SHPO within two business days of receiving client review comments.
- The SHPO review period is anticipated to be 45 days from submittal of permit application.
- Results of the archaeological study will be summarized in the cultural resource survey report.

Historic Resource Fieldwork:

- Results will be summarized in the cultural resource survey report for both archaeology and historic resources.
- Up to two Section 106 forms for historic resources will be appended to the cultural resources survey report.

Reporting:

- Additional cultural resource survey report (draft).
- Cultural resource survey report (final).

Contingency Deliverables:

- Up to one archaeological site form will be appended to the report.
- Up to ten artifacts will be delivered to Museum of Natural and Cultural History at the University of Oregon (UOMNCH).

Task 4 Assumptions:

Archaeological Fieldwork:

- The archaeological survey will be led by a professionally qualified archaeologist.
- Areas for shovel testing will be identified within the project APE during pedestrian survey.
- One SHPO permit will be completed for the project.
- Archaeological work that is performed under a SHPO archaeological permit must be completed as legally required by the permit, which includes completing and submitting a report for the work and curating artifacts. Completing these requirements and obligations, taken on behalf of you and your client, cannot be terminated even if your project is terminated.

Historic Resource Fieldwork:

- Up to two historic resources will be identified within the federal APE.
- The resources will not be eligible for listing in the NRHP.

Reporting:

- The project can avoid resources that may be eligible for listing in the National Register of Historic Places. Archaeological resources will not need evaluation excavations. If the project cannot avoid cultural resources that may be significant, then additional cultural resources work would be needed under a separate scope.
- Coordination: Tribal consultation will be conducted by the USACE, or by the City for areas not under USACE jurisdiction.

Contingency Assumptions:

- Up to one archaeological resource will be identified within the project area.
- Up to ten artifacts will be collected and curated under permit from SHPO.

Task 5 Tree Assessment and Arborist Services

BC's arborist, Morgan Holen & Associates, LLC will prepare an inventory of individual trees found within the Ash Meadows basin following completion of the in-situ tree survey. The inventory includes performing an assessment of existing trees within the project area. The tree assessment shall include:

- Attend one on-site meeting to walk the site with the design team and City staff to generally assess trees, identify significant trees, and discuss potential tree impacts. No individual tree data will be collected during the site meeting.
- Visit the site to visually assess and collect inventory data for surveyed trees 6 inches in diameter and larger located within the limits of work across the project site and off-site if driplines extend across project boundaries. Document species, diameter, crown radius, and general condition. Identify high-quality trees deemed significant trees.
- Up to three days of tree inventory field work with a two-person crew are included.
- Additionally, design coordination will be completed by the BC Team Arborist which will include the following tasks:
 - Attend up to two on-site meetings to review site plans with the design team and provide site plan reviews to help identify potential tree impacts and provide tree removal or protection recommendations.
 - Update tree data to list trees as remove or retain. Develop tree protection specifications. Coordinate revisions as needed.

Task 5 Contingency Items:

If property access or brush clearing is not completed by the City prior to field surveying, additional time will be required to complete this SOW.

Task 5 Deliverables:

- Tree inventory data in Excel format.
- Site plan mark-ups with comments regarding tree removal and protection.
- Tree protection specifications.
- Updated tree data in Excel format for final 100% design.

Task 5 Assumptions:

- Up to 400 trees will be assessed.
- Surveyed trees will be tagged with tree numbers corresponding to survey exhibits (to be completed in Task 2).
- The City will assist with property access prior to site visits and conduct brush clearing to obtain reasonable access for visual tree assessment.
- If no private property access is authorized, visual assessment will be limited to observations made from public rights of way or public property only.
- The project is exempt from a tree removal permit per WDC Section 4.6000.40(.01)(C). No written arborist report is required. This scope of work does not include construction phase consulting arborist services.

Task 6 Utility Coordination Services

BC's subcontractor, KPFF will provide utility coordination, conflict analysis, and potholing services to address potential utility impacts related to the project improvements and constructability. This task also includes project management services for KPFF to complete tasks 2, 6, and 7.

- **Project Management:** Project management and administration services to facilitate Tasks 2, 6, and 7 will include monthly progress reports, bi-weekly project team meetings (up to twelve, held via conference call for up to 2 hours each), and attendance at up to two site meetings.
- **Utility Coordination:** Potential utility impacts include proposed design elements such as conduits and associated roadway construction. KPFF will attend up to four meetings virtually (1 hour each with 1 design team members) with individual utilities to discuss project objectives, impacted facilities, and to obtain existing utility mapping, identify contacts, determine relocation time frames and requirements, and identify disruptions in service. The following utilities are anticipated to have facilities within the project limits:
 - NW Natural Gas
 - Portland General Electric (PGE)
 - Clackamas Broadband Exchange (CBX)
 - City of Wilsonville–Sanitary Sewer, Water, and Storm Drainage)
- **Conflict Analysis:** KPFF will review preliminary survey mapping for consistency with franchise utility mapping and identify horizontal and vertical conflicts with the designs. A conflict analysis spreadsheet to identify each conflict will be provided with a ranking system to help identify the most critical facilities and identify potholing locations. Conflict analysis will be limited to the four utility agencies as defined above. Additional utility coordination and conflict analysis can be provided under the Task 6 contingency.
- **Potholing** will be utilized to identify potential conflicts. The budget assumes up to ten potholes will be required to document potential conflicts. This includes mobilization, flagging, permitting and traffic control plans. It is assumed that permit fees with the City of Wilsonville will be waived for potholing.

Upon completion of the potholing and conflict analysis, upon direction of the City, relocation notices will be sent to franchise utility purveyors with confirmed conflicts and timeline requirements per the City's Franchise Agreements. Review of potential relocation alignments and grades provided by the utility owners will be reviewed and comments or approvals will be sent to utility owners.

Task 6 Contingency Items:

KPFF will attend an additional four utility coordination meetings virtually (1 hour each with one design team member) with individual utilities to discuss project objectives, impacted facilities, and to obtain existing utility mapping, identify contacts, determine relocation time frames and requirements, and identify disruptions in service. The four additional utility agencies will be chosen from the following list:

- Clackamas County DOT
- Comcast Cable
- Lumen National
- Wave Broadband
- Ziplly Fiber
- Verizon-MCI

Conflict analysis will be completed for the additional four utility purveyors.

Task 6 Deliverables:

- Draft summary notes (including action item/decision log)
- Maintain a franchise utility communication log to document communications.
- Documentation of findings for each pothole completed.
- Conflict analysis spreadsheet.
- Up to one Utility Relocation Notification packages will be drafted and sent to impacted utilities during the 60%, and 100% (IFC) design phases. Packages include notification letter, conflict analysis spreadsheet, plan sheets with identified potential impact locations.
- **Contingency deliverable:** Up to two Utility Relocation Notification packages will be drafted and sent to impacted utilities during the 60%, and 100% (IFC) design phases. Packages include notification letter, conflict analysis spreadsheet, plan sheets with identified potential impact locations.

Task 6 Assumptions:

- Permit fees for potholing will be waived by the City.
- No more than ten potholes will be completed for Task 6.
- One design team staff shall attend up to four virtual meetings, each no more than 1 hour in length for each of the four utility meetings.
- **Contingency assumption:** One design team staff shall attend up to four virtual meetings, each no more than 1 hour in length for each of the four utility meetings.

Task 7 Roadway Design and Traffic Control Plans

BC's subcontractor, KPFF, will provide roadway design and traffic control plans. KPFF's deliverables will be incorporated into the 30%, 60%, 90%, and 100% (IFC) submissions.

KPFF will prepare Roadway and Drainage Plans, Striping and Signing Plans, and Temporary Protection and Direction of Traffic (TP & DT) plans and specifications. The roadway design and improvements are limited to the culvert impacts and SW Boeckman Road. The TP & DT plans will address construction and construction access at SW Boeckman Road, SW Parkway Ave., and SW Ash Meadows Circle. This task includes refining the alignment, profile, and cross-section for the selected alternative documented in the 30%, 60%, 90%, and 100% (IFC) design phases. Deliverables from Task 7 will be incorporated into the construction documents.

Task 7 Deliverables:

- Roadway Design and Temporary Traffic Control Plans

Task 7 Assumptions:

- Deliverables will be incorporated into Tasks 11 and 12

Task 8 Permitting Services

The work described in Task 8 includes services for both Phase 1 and Phase 2 services to be completed by BC's subcontractor, Pacific Habitat Services (PHS). Design drawings and supporting documentation to be completed by BC will be covered under Task 11. It is assumed that these permitting services can be submitted upon completion of Task 11, 30% preliminary design deliverables. This task does not include erosion and sediment control, roadway construction, or local land disturbance permitting. These permits will be provided along with the 30%, 60%, 90%, and 100% (IFC) submissions as appropriate. Refer to Tasks 11 and 12.

- **Wetland Delineation:** Ash Meadows Project Area and Siemens Campus: BC's subcontractor Pacific BC's subcontractor, Habitat Services (PHS), will conduct a wetland and waters delineation within the Ash Meadows basin area and Siemens Campus in Wilsonville. The Ash Meadows basin area includes the

undeveloped land between SW Ash Meadows Lane and SW Parkway Avenue. The Siemens Campus includes the series of ponds north of Boeckman Road.

The delineation will be conducted using the required criteria and methodologies of the Corps of Engineers Wetland Delineation Manual Technical Report Y-87-1 (Environmental Laboratory, 1987) and the Western Mountains, Valleys, and Coast Region regional supplement to the 1987 Manual. Wetland and ordinary high water line boundaries will be clearly flagged and numbered to facilitate surveying. Following receipt of an AutoCAD file of wetland and ordinary high water line data, a wetland delineation report will be prepared and submitted to the Oregon Department of State Lands (DSL) and the United States Army Corps of Engineers (USACE) for their review and approval.

- **Stream Function Assessment:** Ash Meadows Site and Siemens Campus: The Oregon Department of State Lands requires all applicants that work in channels/streams to assess their functions. This is accomplished using the Stream Function Assessment Method (SFAM). Prior to collecting data in the field, maps and other data will be assembled in the office to facilitate the field work. Field work will include data collection within the stream corridor that will be transferred from data forms into the SFAM Excel spreadsheet. The Excel spreadsheet will result in an assessment of four grouped functions and eleven specific functions of the creek. A TM will be prepared summarizing the results in a table and with a brief description.
- **State and Federal Permitting:** Pre-Application Coordination: Work at both the Ash Meadows and Boeckman Creek sites will require permits from DSL and the USACE. Pre-application coordination with the USACE, DSL, and the Oregon Department of Fish and Wildlife (ODFW) will be required for the Ash Meadows site, though both will be discussed. The coordination will occur prior to the submittal of a Joint Permit Application (JPA). The coordination may include one site visit to the project area. Coordination is required to discuss the proposed site design and to understand any issues that arise prior to the submittal of the JPA. Coordination with ODFW will determine whether fish passage approval is required and whether culvert improvements will be required to pass native fish.
- **State and Federal Permitting:** Joint Application Completion: Alteration to the Ash Meadows project area, the Siemens ponds, and Boeckman Creek will require state and federal permits. PHS will complete the JPA which will contain all relevant information pertaining to receiving a determination of a complete application by the DSL and the USACE. This information includes a complete description of the project, an alternatives analysis, an assessment of existing conditions, an impact assessment, and a mitigation plan (if impacts are permanent). The mitigation plan may require the preparation of separate mitigation plans for the USACE and DSL as mitigation credits from a mitigation bank are not available.

PHS will maintain contact with the agencies throughout the permitting process and will respond to any public or agency comments.

In addition to the USACE and DSL permits, 401 Water Quality Certification and a 1200-ca permit will be required from Oregon Department of Environmental Quality (DEQ). To obtain the 1200-ca permit, an application will be submitted to DEQ along with erosion and sediment control plans, which will be prepared by others.

Task 8 Deliverables:

- Electronic copy of the Draft Wetland Delineation Report in Word format to the City for review and comment per the Project Design Schedule.
- Electronic copy (PDF) of the Final Wetland Delineation Report to the City for submittal to the regulatory agencies per the Project Design Schedule.
- Electronic copy of the Draft Stream Function Assessment TM and data in Word format to the City for review and comment per the Project Design Schedule.
- Electronic copy (PDF) of the Final Stream Function Assessment TM and data to the City for submittal to the regulatory agencies per the Project Design Schedule.

- Electronic copy of the Draft JPA in Word format to the City for review and comment per the Project Design Schedule.
- Electronic copy (PDF) of the Final JPA to the City for submittal to the regulatory agencies per the Project Design Schedule.
- Electronic copy of the Draft and Final 1200-ca application to the City for review and comment per the Project Design Schedule.

Task 8 Assumptions:

- The Corps of Engineers and the National Marine Fisheries Service will approve the project through the “Revised Standard Local Operating Procedures for Endangered Species to Administer Maintenance or Improvement of Stormwater, Transportation, and Utility Actions Authorized or Carried Out by the U.S. Army Corps of Engineers in Oregon (SLOPES V for Stormwater, Transportation or Utilities)”

Task 9 Landscaping Services

BC’s landscaping subconsultant, Greenworks, will provide project management and support for the duration of the project, including and limited to project coordination with consultants and City staff, monthly team meetings and project invoicing. Greenwork’s deliverables will include review of the 30% plans to identify tree protection and planting considerations (assumes one review meeting with BC), and plans, specifications, and estimates for landscaping components to be completed and incorporated into the 60%, 90%, and 100% (IFC) submissions.

- **Temporary Tree Protection and Tree Removal Plans:** Greenworks will provide the services necessary to prepare temporary tree protection and tree removal plans and specifications for the Ash Meadows project area.
- **Restoration Planting and Temporary Irrigation Design:** Greenworks will provide the services necessary to design and prepare documentation of restoration planting areas and develop the design for a temporary irrigation system for the proposed restoration plantings.
- **Design Construction Phase Plans, Specifications, and Cost Estimate:** Greenworks will provide the necessary services to design and prepare to indicate planting communities within the project area. Plans will indicate tree protection and preservation data, all proposed restoration planting communities, plant locations, and quantities and the temporary irrigation system. Special provisions will be included. Issuance of stamped and signed landscaping drawings will be provided.
- **Bid Services Support:** Greenworks will provide subcontractor bidders with written and/or digital clarifications through the bidding process.

Task 9 Deliverables:

- Plan, specifications, and estimate deliverables will be incorporated into the 60%, 90%, and 100% (IFC) deliverables found in Tasks 11 and 12.

Task 9 Assumptions:

- The top 12 inches of existing soil and vegetation will be removed in the mitigation area and replaced with imported soil.
- On-going maintenance will be required by the City after construction and the warranty period to prevent establishment of weeds in restoration planting areas.

Task 10 Model Updates

BC will create a PC Storm Water Management Model (PCSWMM) using the existing InfoSWMM model and will update parameters using information collected during the topographic and utility survey to create an existing (baseline) condition of the project extents (Figure 4). The contributing watershed will be delineated using survey findings and a desktop analysis of documents provided by the City. The baseline model will be assessed for up to five return frequency flow events. BC proposes simulating the 2-yr, 10-yr, 25-yr, and 100-yr, 24-hr storm events (NOAA Atlas 14, SCS Type IA) to observe the behavior within the stormwater infrastructure profile. Model results from the simulated return frequencies can be compared to anecdotal information provided by the Township to ground-truth the baseline model parameter values.

Once the existing baseline model is completed, BC will provide up to three feasible design concepts with resulting water surface elevations and peak flows. Flows that are currently diverted to Boeckman Creek will be diverted towards Coffey Creek and Ash Meadows Basin. These concepts are expected to include a combination of the following components:

- Retrofit or newly proposed flow diversion structure located on Siemens property;
- Upsizing and newly proposed culvert crossing SW Boeckman Road;
- Upsizing and newly proposed culvert crossing SW Parkway Avenue;
- Regrading of Ash Meadows basin area;
- Newly proposed flow control structure at SW Ash Meadows Circle to maximize volume capture in Ash Meadows Basin Area.

BC will hold a virtual meeting with the City to discuss concepts and to determine the final concept to proceed to 30% design. Review of the new maximum water surface elevations and peak flows will be presented as a result of the proposed stormwater improvements and diversion of the additional flow away from Boeckman Creek. BC assumes there may be an increase in both WSEL and peak flows but will review these increases with the City and will attempt to mitigate these increases to the maximum extent practicable. BC will continue to use the PCSWMM model to complete the detailed design in Tasks 11 and 12.

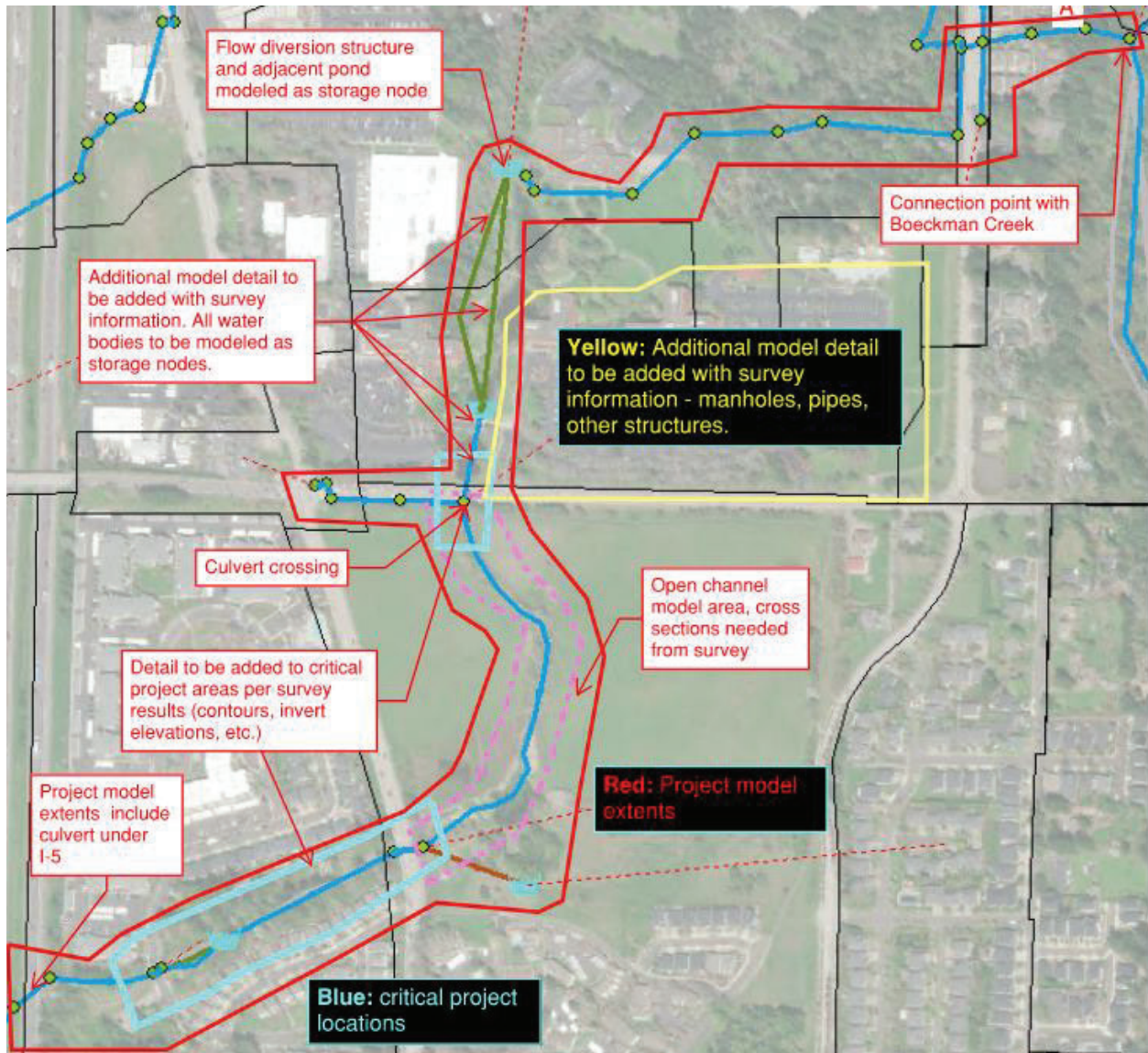


Figure 4. Modeling extents

Task 10 Deliverables:

- Maximum water surface elevations and peak flows from PCSWMM profiles (PDF)
- PCSWMM baseline model.
- Three concept designs completed in ArcGIS or Microsoft Suite products (PDF).

Task 10 Assumptions:

- BC assumes no flow or monitoring data is available and the PCSWMM models cannot be calibrated to existing hydrologic or hydraulic data. No additional calibration efforts will be completed.
- Model input data will be modified to the extent and to the level of detail feasible with information provided and collected per the scope of work, and within the allocated project hours.

Task 11 30% Preliminary Design

Upon confirmation of the chosen conceptual design from Task 10, BC will provide services necessary to design and provide 30% drawings of the newly proposed improvements to the project extents. Preliminary 30% design plans will be prepared in AutoCAD Civil 3D and submitted in PDF format. The intent is to determine the size, slope, and locations of the proposed stormwater infrastructure and evaluate constructability given the upstream and downstream stormwater infrastructure tie-ins and existing constraints.

- Proposed stormwater improvements may include the following:
 - Retrofit or newly proposed flow diversion structure located on Siemens property
 - Upsizing and newly proposed culvert crossing SW Boeckman Road
 - Upsizing and newly proposed culvert crossing SW Parkway Avenue
 - Regrading of Ash Meadows basin area
 - Newly proposed flow control structure at SW Ash Meadows Circle to maximize volume capture in Ash Meadows Basin Area

Sizing of the Ash Meadows detention basin and stormwater improvements will be determined using the updated PCSWMM model developed in Task 10. The proposed conveyance infrastructure will be designed to carry the 25-year, 24-hour stormwater runoff from upstream contributory areas. Any changes in WSEL and peak flows will be discussed with the City. The preliminary design will be reviewed for the 2-yr, 10-yr, 25-yr, and 100-yr, 24-hr storm (NOAA Atlas 14, SCS Type IA) to observe the behavior within the stormwater infrastructure profile. The resulting maximum water surface elevations within the proposed project extent will be reviewed with the City prior to proceeding to documenting the 30% design drawings. Sizing of any required inlets and conveyance laterals will be completed using USDOT Federal Highway Administration design guidelines and ODOT standard drawings and guidance to the maximum extent practicable.

Design drawings will be developed and will include plans and a Class 5 cost estimate. Cost estimate will be developed in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97 will be completed for each Alternative.

No specifications will be provided at this time. The drawings are anticipated to include the following components:

1. Plan and profile sheets for the proposed stormwater improvements.
2. All plan sheets shall be 22 x 34 inch size.
3. Plan sheets will be documented at no more than 1 inch equals 40 feet.
4. It is assumed that the 30% set of design drawings will consist of the following design sheets (with estimated number of sheets):
 - a) Cover Sheet (1)
 - b) Existing conditions (3)
 - c) Demolition (2)
 - d) Erosion Control Plan (3)
 - e) Proposed Plan Key Sheet (1)
 - f) Grading Plans (3)
 - g) Profiles (3)
 - h) Structures Plan (2)
 - i) Typical Sections (2)

BC will prepare a 30% level Basis of Design Report (BODR) to document the analyses, results, assumptions and limitations of the analyses. The 30% BODR will be submitted with the 30% Preliminary Design drawings. Comments received on Task 11 deliverables will be incorporated into Task 11 deliverables.

Task 11 Deliverables:

- 30% design drawings and Class 5 cost estimate
- Visuals for one (1) virtual meeting with the City
- 30% Proposed conditions PCSWMM model
- DRAFT Basis of Design Report at 30% submission

Task 11 Assumptions:

- The intent of designing the Ash Meadows site improvements is to remove the existing diversion of storm flows to Boeckman Creek, and provide an alternate acceptable flow path to the south and closer to the historic flow path. It is important to recognize that the accuracy of the model results and design to be provided by BC are a function of the existing model accuracy and the accuracy of available information used to develop model proposed conditions and design. The existing model is not calibrated. As such, actual flooding in this area before and after the implementation of improvements for the 10-yr, 25-yr, and 100-yr, 24-hr storm may be different than modeled. Model results should not be used to establish official flood elevations, flood insurance, flood mapping, or development requirements (e.g. structure finished floor elevation).
- The scope of work includes modeling the 2-yr, 10-yr, 25-yr, and 100-yr, 24-hr storm events in evaluating existing flooding and design of improvements. Storm events of greater depth and/or intensity will likely occur in the future, resulting in additional flooding extents and depths in these areas.
- BC will not review or modify the information or model provided by the City for updates, changes, or correctness. Model input data will be modified to the extent and to the level of detail feasible with information provided and collected per the scope of work, and within the allocated project hours.
- City will review and provide comments on XPSWMM model input and results.
- City will provide any pertinent bid tabs for cost estimating purposes.

Task 12 Plans, Specifications, and Estimate

Any updates to the sizing of the Ash Meadows detention basin and stormwater improvements as a result of 30% comments will be determined using the updated PCSWMM model. The proposed conveyance infrastructure will be designed to carry the 25-yr, 24-hr stormwater runoff from upstream contributory areas. Any changes in WSEL and peak flows will be discussed with the City. The preliminary design will be reviewed for the 2-yr, 10-yr, 25-yr, and 100-yr 24-hr storm (NOAA Atlas 14, SCS Type IA) to observe the behavior within the stormwater infrastructure profile. The resulting maximum water surface elevations within the proposed project extent will be reviewed with the City prior to proceeding to documenting the 60% and 90% design drawings. Sizing of any required inlets and conveyance laterals will be completed using USDOT Federal Highway Administration design guidelines and ODOT standard drawings and guidance to the maximum extent practicable.

BC will prepare construction documents for 60%, 90%, and 100% issued for construction (IFC) reviews. Documents will include plans, specifications, and engineer's estimates. The drawings are anticipated to include the following components:

1. Plan and profile sheets for the proposed stormwater improvements.
2. Details required for connections between the existing stormwater infrastructure and the newly proposed infrastructure.
3. Structural design and details for any non-standard stormwater structures (up to 3).
4. Erosion control measures to meet local, county and state requirements.
5. All plan sheets shall be 22 x 34 inch size.
6. Plan sheets will be documented at no more than 1 inch equals 40 feet.
7. BC will prepare design drawings for 60%, 90% and 100% (IFC) City review.

- a) Digital copies of the design drawings will be provided.
8. It is assumed that the 90% and 100% IFC set of design drawings will consist of the following design sheets (with estimated number of sheets). The 60% drawings are denoted with an ‘*’:
- a) Cover Sheet (1)*
 - b) General Notes, Symbols, and Abbreviations (1)
 - c) Existing conditions (3)*
 - d) Demolition (2)*
 - e) Erosion Control Plan (1)*
 - f) Erosion Control Plan Notes (1)*
 - g) Erosion control Plan Details (3)*
 - h) Civil Site Plan (2)*
 - i) Grading Plans (3)*
 - j) Profiles (3)*
 - k) Cross Sections (3)
 - l) Structural Plan and Details for Structures (4)*
 - m) Landscaping Plan (2)
 - n) Landscaping Details (2)
 - o) Details (4)
 - p) Roadway Restoration Sheets (4)*
 - q) Traffic Control Plans (1)
 - r) Control of Water Plan (2)

BC will provide a table of contents of specifications for the 60% submission. BC will provide full specifications for the 90% and 100% submittals. City Standard specifications will be used or referenced where available and applicable. Full specifications will be prepared at the 90% submittal stage for review. The Bid Booklet, the Front End (Instructions to Bidders, General Terms and Conditions, Special Conditions, Forms of Agreement) and Division 1–General Requirements will be provided by the City and incorporated into the 90% and 100% submittals. shall be included with the bid package. A digital copy of the documents listed above prepared by BC will be provided in PDF, Microsoft Word and Excel formats.

BC assumes the 60% submission will be provided to the erosion and sediment control agency for review. Roadway access and land disturbance permits will be prepared by BC and submitted by the City. BC assumes the City will provide payment for any applicable permits. BC will reply to one round of comments from permitting agencies and incorporate any comments into the 90% submission.

Comments received from one set of compiled 30% review comments provided by the City will be addressed in the 60% submission. Comments received from one set of compiled 60% review comments provided by the City will be addressed in the 90% submission. BC will incorporate reviews from permit agencies into the 90% submission. BC will address one set of complied comments provided by the City after the 60% review from the City, permit agencies, and stakeholders. and submit a FINAL BODR with the 90% design submission.

BC will prepare a construction schedule using Microsoft Project for 90% and 100% submittals.

BC will prepare engineer’s estimates for the proposed design at 60% (Class 4), 90% (Class 3) and 100% (Class 2) levels. Estimates will be completed in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97 including a contingency and range. The opinion of probable costs will be based on historical bid tabs for similar projects. The City will provide bid tabs for past projects to be used as a basis.

Task 12 Deliverables:

- 60% submission: response to 30% comments, plans, specification table of contents, Class 4 estimate, 60% BODR with PCSWMM outputs and PCSWMM files
- 90% submission: response to 60% comments, plans, specifications, Class 3 estimate, DRAFT construction schedule, FINAL BODR with PCSWMM outputs and PCSWMM files
- 100% submission: plans, specifications, Class VI estimate, construction schedule

Task 12 Assumptions:

- All submissions are digital using PDF or Microsoft programs.
- The Siemens property will be restored to its original condition where applicable.
- BC will follow City stormwater ordinances. No new impervious surfaces are proposed.
- Reference specifications will be provided by the City to be used in contract and bid document preparation.
- Front End and Division 1 of the specifications will be provided by the City and updated as appropriate.
- The City will provide bid tabs for past projects to be used as a basis. Electronic databases published by R.S. Means and Rental Rate Blue Book for Construction Equipment (Blue Book) will be used.
- Coordination with City utilities will be completed by the City with BC support.

Task 13 Bidding Support

BC will provide bidding support services to assist the City to support the overall project schedule. This will include the following services, culminating in the selection of a single Prime Contractor for the construction of the project:

- **Pre-Bid Conference Support:** BC will assist the City in planning and conducting one pre-bid conference. BC will assist the City in drafting the pre-bid conference agenda and content and generate meeting minutes to document the results of the pre-bid conferences. BC will record the questions and requests for additional information, and coordinate with the City for developing responses and additional information.
- **Information Request Support and Addenda Development:** Using the City's chosen Bidding software, BC will respond to bidders' technical questions and requests for additional information. This may include providing technical interpretation of the Bid Documents. BC will provide responses to technical questions for inclusion in addenda; up to two Addenda are included in the cost proposal. The addenda will be prepared and distributed by the City. BC will not respond to any questions received directly from Bidders. Per the instructions to bidders to be included in the bid documents, these questions will be referred to the City.

In general, the following procedures should be followed when altering portions of the Bid Documents by addenda:

Revisions to drawings may be made via text in the body of the agenda, or a revised drawing may be issued, depending on the nature and extent of the revision. If the drawing is reissued, a revision cloud shall be placed around the changes. A triangle, with corresponding addendum number inside, shall be placed next to the change, and BC shall include a corresponding annotation in the designated border area.

For all other documents, revisions may be made via text in the body of the addendum, or the item can be reissued, whichever provides more clarity. If an item is reissued it shall use a red-line method to indicate where changes are made and should be noted to indicate Addendum number and date.

- **Bid Evaluation & Recommendation:** BC will assist the City with review and evaluation of all bids received for the project. This will include verification of the financial and performance history documentation

submitted by the lowest responsive, responsible bidder and second lowest responsive, responsible bidder. After this review and verification process, BC will prepare a letter of bid review and evaluation and include recommendation for award of the contract for construction or other action as may be appropriate. The City will make the final acceptance or rejection of all bids, contractor selection, and award of the contract.

Task 13 Deliverables:

- Pre-bid agenda, presentation, and meeting minutes
- Assist with responses to up to 5 bidder questions
- Two addenda
- Letter of bid review and evaluation

Task 13 Assumptions:

- City will provide access to the chosen Bidding software.
- The City will provide responses directly to bidders.

Project Schedule

We have developed a schedule for the services in this proposal to support delivery in a timely manner to achieve the project goal. The project schedule assumes all work must be completed by the end of 2026. The schedule milestones shown below are based on a Notice to Proceed by March 1, 2024, and timely response from the City on data requests, reviews, and other actions required to advance the project schedule.

Proposed Schedule Milestones for Phase I (dates are from last deliverable, each bullet is a deliverable):

- **Notice to Proceed** – March 1, 2024
- **Field work and model updates** – July 1, 2024 (4 months from NTP)
- **30% preliminary design package** – September 1, 2024 (6 months from NTP)
 - CITY: Comments on 30% package – September 15, 2024 (2 weeks from 30% submission)
- **60% design package** – November 15, 2024 (or 2 months from receipt of 30% comments)
 - Permit submittal of 60% design package – November 15, 2024
 - Anticipated Permit approval – May 15, 2025 (6 months from 60% submittal)
 - CITY: Comments on 60% package – December 1, 2024 (or 2 weeks from 60% submission)
- **90% design package** – February 15, 2025 (or 2.5 months from receipt of 60% comments)
 - CITY: Comments on 90% design package – March 1, 2025 (or 2 weeks from 90% submittal)
- **100% IFC package** – April 15, 2025 (or 1.5 months from receipt of 90% comments)
- **Bid Support & Award** – July 15, 2025 (3 months)

Assumptions and Exclusions

The scope and budget for this project were developed based on the following conditions and assumptions in addition to assumptions found within each task:

1. The City agrees to:
 - a) Provide existing background information to support successful delivery of the Project.
 - b) Meet with BC representatives as needed, provide interim reviews on an agreed-upon schedule, make timely decisions regarding design details and project alternatives, and generally participate in the Project to the extent necessary to allow BC to perform the Services within the schedule proposed. The City will meet with BC representatives in workshop settings to make final decisions on plans and specifications. The necessary City Staff will be available to meet with BC at meetings to allow final decision making.
 - c) Provide permit and review fees or obtain other approvals that may be required directly to the appropriate City, county, state, or federal agencies.
 - d) Conduct logistical arrangements and notification of participants for the Public Information Meeting described under Task 1. For the Public Information Meeting, BC will review and provide comment on materials prepared by the City and provide graphics that are already developed as part of the scope of work.
 - e) Notify and arrange for homeowner permission for needs on private property.
 - f) The City is responsible for all reproduction costs related to the drawings and specification documents for the contractor bidding process or construction beyond those identified in this scope of services.
2. Design drawings will be completed in AutoCAD Civil 3D 2018 or newer.
3. Any efforts to obtain any additional easements, temporary or permanent, outside of what is defined in Task 2, are not included.
4. The City will provide Division 0 and 1 Specification consisting of the Bidding Requirements, Contract Forms, and Contractual Terms.
5. BC CADD Standards will be used for the contract drawings, and technical specifications will be in ODOT format. City details and specification will be incorporated where necessary/appropriate.
6. Permit Fees are not included in this proposal.
7. The scope and budget assume navigable water courses do not exist in the project area.
8. Cut/fill of material will not be balanced on-site. The excess excavated soil will be the responsibility of the contractor and disposed of off-site. This scope of work does not include design or permitting of any soil disposal site(s).
9. Property boundary survey work (CSM), outside of what is defined in Task 2, is not included.
10. Energy Dissipation can be provided using riprap / rock at outlets.
11. The budget assumes all work in this scope of work will be completed by July 15, 2025.
12. Information and data provided by the City is deemed to be accurate and complete for the purposes of this project.
13. For all subsurface investigations, the actual characteristics may vary significantly between test points, sample intervals and at locations other than where observations, exploration, and investigations are made. Because of the inherent uncertainties in subsurface investigations and evaluations, changed or unanticipated subsurface conditions may occur that could affect project cost and/or execution. These conditions and the effects on cost and execution of the project are not the responsibility of BC.
14. BC and its subcontractors have no liability associated with any hazardous materials or wastes encountered on or near the project site. BC shall at no time take title, risk of loss, or ownership of the hazardous materials or wastes. BC assumes no risk and/or liability for hazardous materials encountered while performing any services associated with such hazardous waste.
15. Existing utility information will be based on available record drawings and survey of surface features.
16. Easement survey and SUE, outside of what is defined in Task 2, is not included in this scope of services.
17. All submittals will be electronic, no hard copies will be provided for deliverables.
18. BC has a right to rely upon the accuracy of the data without independent verification, including survey data and previously delineated drainage areas obtained from record information.

Fee Proposal

BC proposes to conduct this project according to the terms and conditions in the attached Master Agreement and the associated Task Order Authorization. BC will complete the included scope of work for a fee of \$1,079,366. A total of \$121,302 contingency is included. Compensation for services shall be billed on a time-and-expense basis. Time-related charges will be based on a 3.0 multiplier. Subconsultant costs will be marked-up 5-percent. The contingency budget will be used only upon written consent from the City of Wilsonville. Table 1 summarizes fees by Phase and Task.

Table 1. Summary of Fees by Phase and Task

Phase	Phase Description	Total BC Hours	Total BC Labor Effort	BC Expenses	BC Contingency	Sub Cost	Sub Contingency	Total Fee (without Contingency)	Total Fee (with Contingency)
001	Project Management	470	95,238	12,600	0	0	0	107,838	107,838
002	Topographic and Utility Survey	0	0	0	0	165,606	9,891	165,606	175,497
003	Geotechnical Engineering Services	0	0	0	0	72,571	21,882	72,571	94,453
004	Cultural Resource Services	0	0	0	0	39,773	11,598	39,773	51,371
005	Tree Assessment and Arborist Services	0	0	0	0	16,590	7,539	16,590	24,129
006	Utility Coordination Services	0	0	0	0	38,687	5,392	38,687	44,079
007	Roadway Design and TCP	0	0	0	0	63,662	0	63,662	63,662
008	Permitting Services	0	0	0	0	84,513	0	84,513	84,513
009	Landscaping Services	0	0	0	0	48,586	0	48,586	48,586
010	Model Updates	124	24,896	0	0	0	0	24,896	24,896
011	30% Plans, Specs, and Estimates	271	54,501	0	0	0	0	54,501	54,501
012	Plans, Specs and Estimates	1,067	218,493	0	0	0	0	218,493	218,493
013	Bidding Support	94	22,348	0	0	0	0	22,348	22,348
022	Contingency - PM - Phase 1 and 2	0	0	0	15,000	0	0	0	15,000
023	Contingency - PSE - Phase 1	0	0	0	50,000	0	0	0	50,000
TOTAL		2,026	415,476	12,600	65,000	529,988	56,302	958,064	1,079,366

Hours and Dollars are rounded to nearest whole number.

Escalation has been applied to BC labor fee for work to be performed in 2025.

Subconsultant cost and contingency includes a 5% markup.