

**RESOLUTION NO. 3003**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CONSOR NORTH AMERICA, INC. TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE BOECKMAN CREEK INTERCEPTOR AND TRAIL PROJECT (CAPITAL IMPROVEMENT PROJECTS NO. 2107 AND NO. 9150).**

WHEREAS, the City has planned and budgeted for engineering design of Capital Improvement Projects No. 2107 and No. 9150, known as the Boeckman Creek Interceptor and Trail project (the Project); and

WHEREAS, the City solicited proposals from qualified consulting firms for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Consor North America, Inc. submitted a proposal on May 11, 2022 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

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

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

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

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 Consor North America, Inc. for a not-to-exceed amount of \$914,915, 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 17<sup>th</sup> day of October, 2022, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
*Kristin Akervall*  
3CFF015570AB425...

Kristin Akervall, Council President

ATTEST:

DocuSigned by:  
*Kimberly Veliz*  
E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Excused
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Excused

EXHIBIT:

- A. Boeckman Creek Interceptor and Trail Professional Services Agreement

## **CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Boeckman Creek Sanitary Sewer Interceptor and Trail Design and Construction Support Project (“Project”) is made and entered into on this \_\_\_\_ day of October 2022 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Consor North America, Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

### **RECITALS**

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

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

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

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

### **AGREEMENT**

#### **Section 1. Scope of Work**

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

#### **Section 2. Term**

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

#### **Section 3. Consultant’s Services**

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

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

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

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

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

#### **Section 4. Compensation**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed NINE HUNDRED FOURTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$914,915), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be 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 recently enacted 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 1, 2022, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx). Because this is a public works contract subject to payment of prevailing wages, each worker in each applicable trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

## **Section 6. City's Rights and Responsibilities**

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

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2021-22. 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 Matt Palmer. 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 Mike Carr. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

## **Section 9. Project Information**

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

## **Section 10. Duty to Inform**

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

## **Section 11. Subcontractors and Assignments**

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

11.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers

or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

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

## **Section 12. Consultant Is Independent Contractor**

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

12.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 12** and meet the same insurance requirements of Consultant under this Agreement.

## **Section 13. Consultant Responsibilities**

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

13.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll,

income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

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

## **Section 14. Indemnity**

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

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

## **Section 15. Insurance**

15.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover



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

15.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

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

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

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

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

15.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

## **Section 16. Early Termination; Default**

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

16.1.1. By mutual written consent of the parties;

16.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

16.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of

Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

16.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

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

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

## **Section 17. Suspension of Services**

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

## **Section 18. Modification/Addendum**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make

a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

### **Section 19. Access to Records**

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

### **Section 20. Property of the City**

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

20.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

### **Section 21. Notices**

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

To City: City of Wilsonville  
Attn: Matt Palmer, P.E., Civil Engineer  
29799 SW Town Center Loop East  
Wilsonville OR 97070

To Consultant: Consor North America, Inc.  
Attn: Mike Carr  
888 SW Fifth Avenue, Suite 1170  
Portland OR 97204

## Section 22. Miscellaneous Provisions

22.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these 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:**

CONSOR NORTH AMERICA, INC.

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Adams, Assistant City Attorney  
City of Wilsonville, Oregon

## EXHIBIT A

### SCOPE OF WORK

# BOECKMAN CREEK SANITARY SEWER INTERCEPTOR & TRAIL DESIGN – PHASE 1 PRELIMINARY DESIGN CITY OF WILSONVILLE

## Introduction/General/Background

Murraysmith (Consultant) shall provide alternatives analysis and preliminary design engineering phase services to the City of Wilsonville (City) for the Boeckman Creek Sanitary Interceptor and Trail Design and Construction Support Project, Project Nos. 2107 and 9150, respectively. This Scope of Services has been separated into ten (10) different tasks for clarity, with each task described in detail below.

A change order will be issued to Consultant will provide final design and construction phase services, including final design engineering, construction bidding assistance, construction contract administration, construction observation, making recommendation for progress payment for contractor-performed work, and producing record drawings. The scope of these Tasks will be determined at a future date.

## Project Understanding

The Boeckman Creek Sanitary Sewer Interceptor, Trail Design, and Construction Support Project includes design of a sanitary sewer capacity increase for the Boeckman Trunk Sewer along Boeckman Creek, from the Memorial Park Pump Station up to the creek's undercrossing of Boeckman Road, to serve future residential development. The project will also design a hard-surface shared-use path meeting Americans with Disabilities Act (ADA) and American Association of State Highway and Transportation Officials (AASHTO) standards along the same corridor for connection and extension to adjacent neighborhoods and other planned regional trails.

The Sewer Interceptor Project is identified in the City's 2014 *Wastewater Collection System Master Plan* (Project ID Nos. CIP-05 and CIP-06) and is a critical sanitary sewer system improvement that will upsize the existing gravity sanitary sewer interceptor line. The line is primarily located within the heavily forested Boeckman Creek corridor. The project extends from the newly constructed Memorial Park Pump Station, located in the lower levels of the City's Memorial Park, to Boeckman Road, approximately 1.4 miles upstream. The primary purpose of the Sewer Interceptor Project is



to upsize the existing interceptor line to serve future development within the residential areas of the Frog Pond East and South communities which are currently being planned.

The Trail Project is identified in the City's *Bicycle and Pedestrian Master Plan* (Project ID R3) as a regional trail linking Memorial Park in the south to the Stafford Spur Trail to the north (east of the existing Canyon Creek Park). This portion of the Trail Project is a 10- to 12-foot-wide paved shared-use path from Memorial Park to Boeckman Road that will ideally follow the alignment of the Sewer Interceptor Project. Proposed trail improvements include bridge crossings of the Boeckman Creek and hillside ravines; trail amenities including benches, signage, and a trail overlook, and other improvements typical of forested shared use pathways.

The design of both the interceptor and trail projects will be completed in one phase, with construction documents currently planned for two phases, corresponding to the Lower and Upper Creek Corridors. The City may elect to construct the two projects as separate contracts in successive fiscal years or combine the two designs into a single construction project.

## General Assumptions

The following general assumptions will be used in developing project designs and deliverables:

- Where deliverable documents are identified, hereinafter, one (1) reproduceable copy and four (4) hard copies of the deliverable will be provided, in addition to electronic version in .PDF and original .DOC format.
- The Consultant's standard CAD software (AutoCAD) will be used to produce the Drawings, following its own drafting standards.

## City Responsibilities

The City will be responsible for the following tasks and activities:

- Provide as-built drawings, condition studies, master plans, or other relevant documents that can be used to develop the preliminary designs.
- Provide access to sanitary sewer facilities, park and trail facilities, and other City-owned and operated infrastructure as requested by the Consultant to conduct investigations and data gathering.
- Provide a Project Manager (PM) to act as point of contact for requests for information, coordinate deliverables reviews, and organize meetings with other City staff as needed.
- Project meeting space will include a large screen or projector to facilitate presentation to attendees, or will be conducted remotely using Zoom, Microsoft Teams, or similar platform.

- City staff will provide comments within two weeks of workshop presentations or submitted deliverables.
- Furnish consolidated written review comments on deliverables.

## Subconsultant Services

The Consultant's project delivery team includes the following subconsultants:

- Alta – Trail Design and associated public engagement
- Barney & Worth (B&W) – Public Involvement
- Historical Research Associates (HRA) – Cultural Resource Assessment
- Mason, Bruce & Girard – Natural Resource Reconnaissance & Assessment
- McMillen Jacobs Associates – Geotechnical Investigations
- PBS Environmental – Topographic Surveying, Hazardous Materials Corridor Study

## Scope of Services

Consultant will perform the following services:

### Task 1 – Project Management

#### *Objective:*

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

#### *Activities:*

The following project management services will be provided with this scope of services.

#### *Task 1.1 Project Kick-Off Meeting*

Consultant will prepare for and attend a project kick-off meeting after receiving Notice to Proceed (NTP).

### *Task 1.2 Invoices/Progress Reports*

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly progress reports will accompany each invoice and include summary of progress completed through the date of the billing statement broken down by tasks.

### *Task 1.3 Coordination with the Owner*

Consultant will maintain regular communication with the City through regularly scheduled progress meetings and via voice and emailed communication.

### *Task 1.4 Management and Coordination of Staff*

Consultant will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted with staff on a regular basis.

A project-specific Health and Safety Plan (HASP) will be created. It is the Consultant's policy to promote and foster a safe work environment for the team both inside the office and in the field. The HASP will align with all local Occupation Health and Safety Administration (OSHA) requirements, client safety plans and program, and contractor safety plans.

Based on the Consultant's assessment of the probable risks and demands of this project, the HASP will consist of the Murraysmith + Quincy Office Safety Handbook plus the Driver Safety Handbook, and a site-specific plan to address potential and probable hazards. The purpose is to proactively aid employees in identifying, understanding, and mitigating the risks they are likely to encounter when working on this project, especially when visiting a site. The Consultant PM will establish appropriate precautions and communicate those to the project team through the designated specific safety person (in most cases this will be the PM). In addition to the HASP, the City's safety plans will be attached as appendices to this document and will supersede the HASP when City staff are at project locations.

### *Task 1.5 Coordination of Subconsultants*

Consultant will coordinate with and manage subconsultants on specific tasks, deliverables, scope, schedule and budget. Conduct periodic progress meetings.

### *Task 1.6 Coordination with Others*

Consultant will coordinate with other interested parties associated with or on adjacent projects, such as the design team for the City's Boeckman Road Corridor project and as directed or authorized by the City PM.

### *Task 1.7 Quality Assurance and Quality Control (QA/QC)*

Consultant will implement our QA/QC process with the goal of increasing the quality of deliverables, document the quality control and quality assurance was performed, and reduce risks.

#### *Task 1 Deliverables:*

- Kick-Off Meeting agenda and summary.
- Initial project schedule. Updated project schedule at key design delivery milestones or following a significant change in project schedule.
- Consultant shall deliver to the City a monthly invoice and status report covering:
  - Work on the project performed during the previous month.
  - Meetings attended.
  - Problems encountered and actions taken for their resolution.
  - Potential impacts to submittal dates, budget shortfalls, or optional services.
  - Issues requiring project team action.
- Health and Safety Plan.

#### *Assumptions:*

- Consultant assumes a NTP date by November 1, 2022.
- Project Kick-off meeting will be held in person at City offices or virtually. Kick-off Meeting will be attended by the Consultant PM and design leads. Meeting is anticipated to be 2 hours in duration.
- Project duration for this preliminary design phase is assumed to be November 2022 – June 2023 (8 months). It is assumed there will be up to 9 progress payments/status reports.
- Consultant assumes up to sixteen (16) one-hour progress meetings with the City PM. Meetings will be via conference call, generally held bi-weekly, with meeting notes provided within 2 business days of the meeting.
- It assumed there will be two (2), 1.5-hour long, meetings with the City's Boeckman Road Bridge and Road Improvements Progressive Design Build (PDB) project team.

## Task 2 – Data Collection, Review & Mapping

### *Objective:*

Collect and review all relevant project and system materials available and provided by the City and organize data in mapping databases.

### *Activities:*

The following data management and mapping services will be provided with this scope of services.

### *Task 2.1 Project Information Review*

Request, collect and review available mapping and other information from the City for the project design such as record drawings, existing topographic survey information, City GIS information, utility maps, and reports/studies by others within/adjacent to the project corridor. It is anticipated the City will provide available survey information acquired by others. Other information that may be collected will include copies of historic permits obtained by the City in the project area.

### *Task 2.1 Deliverables:*

- Data request.

### *Task 2.1 Assumptions:*

- City shall provide available record drawings, surveyed base mapping in AutoCAD format, and other relevant available material.

### *Task 2.2 GIS Database*

Create and maintain a GIS database of collected project features. The database will be used to inform the project's alignment and design options, permit applications, and public outreach activities. Factors that will need to be mapped and stored in a GIS project database include:

- Wetlands areas
- Creek boundary
- Cultural resource areas
- Large trees – including species, approximate height, diameter at breast height, dripline diameter
- Topography, including City LiDAR contours
- Soil stability areas

- Property boundaries
- City-owned utilities and facilities
- Land use and zoning maps
- Current FEMA flood plain maps
- Other geographic-based items as determined to be relevant by project team

### *Task 2.2 Deliverables:*

- GIS project database

### *Task 2.3 Project Base Map*

Develop and maintain a project base map to be used by the project team throughout the work described in this scope of work. The map contents will include, but not be limited to, the following information collected as part of the execution of the scope of work:

- Survey data including sanitary sewer manhole locations, property lines, topography, creek cross sections, and elevation spot checks
- GIS data
- City water, storm drain and sanitary sewer information, including facility as-built information
- Aerial photography

### *Task 2.3 Deliverables:*

- AutoCAD-compatible base map files

### *Task 2.3 Assumptions:*

- GIS database architecture and format will be stand-alone and not designed for integration with other systems.

## **Task 3 – Survey and CCTV Inspection Services**

### *Objective:*

Conduct land surveying of the entire project area to collect location data on existing features, natural resources, and topography for use in design of the sewer and trail improvements.

### *Activities:*

The following survey services will be provided with this scope of services.

#### *Task 3.1 Project Control, Boundary Resolution, and Sanitary Sewer Ties*

Consultant will establish site control throughout the project, resolve boundary lines and tie/as built the existing sanitary sewer and trail from the Memorial Park Pump Station to Boeckman Road, as shown in the Topographic Survey Limits, included as Attachment B1 in the Request for Proposals. Work will include:

- Research Clackamas County survey records for recorded surveys, subdivision plats and road drawings that show the location of survey monuments been previously set within the planned work limits.
- Title reports will be ordered for the properties along the project route, which will disclose all existing easements.
- Field locate existing boundary and centerline monuments along the length of the project to resolve boundary lines.
- Establish horizontal control points at each end of the project site.
- A control traverse will be run along the entire length of the sewer route.
- Established horizontal control network will be tied into the existing control network set up for the Boeckman Road Corridor Project at the northern end of the project site.
- All sewer manholes will be tied, and the depths and size of pipe will be recorded.
- Ground shots will be recorded every 25 feet along the existing sanitary lines' alignment between manholes.
- The existing "trail" in the vicinity of the sanitary sewer lines will be tied with a shot on each edge of the "trail" and a shot 20' on each side.
- Wetland flags and features as flagged by wetlands biologists will be tied along the project route. (Assume 50 or less)
- Other Significant features as marked/tagged by consultant will be tied. (Assume 50 or less)

#### *Task 3.2 Lidar UAS Flight (As Authorized)*

Utilizing Federal Aviation Administration (FAA) -licensed remote pilot(s) operating commercially registered & insured Unmanned Aircraft Systems (UAS), PBS will supplement ground-level topographic survey activities with aerial photogrammetry and Lidar. Aerial mapping will be

performed with RTK-equipped aircraft, as well as a suitable network of surveyed ground control targets and checkpoints/confidence shots. Collected photography and Lidar will be processed in-house by PBS Survey into a survey-controlled orthophoto, digital elevation model (DEM), and relevant planimetric file before being incorporated into further survey drafting.

This task is to be performed only upon prior authorization by the City PM.

### *Task 3.3 Topographic Survey*

Consultant will provide topographic survey services for the entire length of the proposed design services as follows:

- Call Oregon One Call for utility locate paint marks and as-built maps.
- Tag trees within the project corridor and prepare a spreadsheet for the arborist's use.
- Perform detailed topographic survey, to include field survey of existing above-ground features (i.e., edge of pavement, buildings, improvements, trees, utilities, etc.). Survey below-ground utilities as identified through One Call locate paint marks and other identification provided by the City and Consultant, manhole dips, etc. Take shots on marks for areas of detailed mapping using conventional methods.
- Prepare an Existing Conditions Base Map, stamped by a Professional Land Surveyor licensed in Oregon, using the above data including elevations with one-foot contour intervals and utility locations from as-built mapping. Provide a digital copy in PDF format.
- Complete an AutoCAD drawing including the above information to be used in the development of the project base map and production of design drawings.

### *Task 3.4 CCTV Sewer Inspection Services*

Consultant will perform sewer inspection services for the approximately 7,400-LF of the existing sanitary sewer utilizing CCTV technology, as authorized. Consultant will collect inspection data and perform condition assessment of the existing assets to determine severity of defects and identify mechanisms of failure.

### *Task 3 Deliverables:*

- Base map with resolved right-of-way and existing surface files for use in design. Provided in files compatible with AutoCAD 2021 version, and PDF.
- Survey layout PDF.
- CCTV inspection data to include videos and digital reports of sewer defects.



### *Task 3 Assumptions:*

- Horizontal control to be established using the Oregon Coordinate Reference System (OCRS), Portland Zone.
- Vertical control will be referenced to NAVD88 datum.
- Up to 24 title reports will be ordered.
- City to provide direct and uninterrupted access to the worksite for CCTV inspection.
- Summary of sewer condition assessment of existing sewer will be including in deliverables under Task 7.

## **Task 4 - Geotechnical Investigation**

### *Objective:*

Perform geotechnical investigations to identify potential hazards, develop mapping, develop evaluation findings and document recommendations for the design team.

### *Activities:*

The following geotechnical engineering services will be provided with this scope of services.

### *Task 4.1 Geologic Hazards Evaluation*

Review published geologic and GIS maps, well logs, and DOGAMI hazards maps to identify potential landslide hazards in the project area. Conduct geologic site reconnaissance to check potential landslide and creek bank instability signs and features along the proposed alignment. Develop geologic hazard maps to show the landslide features, which will be used in the development of project's design base mapping.

### *Task 4.2 Preliminary Geotechnical Exploration*

Conduct preliminary geotechnical field explorations and laboratory testing to assess the subsurface conditions at potential landslide areas and at the bridge crossing location within the project area. The field exploration program will consist of:

- Three (3) borings in two (2) potential landslide areas and one (1) bridge crossing location to assess the subsurface conditions. The depth of the borings is anticipated to be approximately 40 feet.
- Index soil property testing to assist in the development of soil classifications.

### *Task 4.3 Preliminary Geotechnical Engineering Evaluation*

Based on the geotechnical exploration results and desktop study, evaluate subsurface soil and groundwater conditions, and conduct engineering evaluations to assess the landslide potentials and develop preliminary recommendations for the mitigations and retaining walls. Assess the potential foundation support options for bridge crossings of the creek and evaluate the feasibility and alternatives for the trenchless pipe installation.

### *Task 4.4 Geotechnical Reporting and Meeting*

Develop a preliminary geotechnical assessment memorandum to document field and desktop studies, subsurface conditions, landslide hazards, mitigation strategies, bridge foundation support alternatives and trenchless construction feasibility, concepts, and preliminary cost estimate.

Attend up to two meetings/workshops to present findings and evaluation results.

### *Task 4 Deliverables:*

- Geologic Hazards Map [Task 4.1]
- Geotechnical Data Report, Draft and Final (Word and PDF format)

### *Task 4 Assumptions:*

- The explorations do not include environmental assessments, and the site is assumed to be “clean” regarding contaminated and hazardous materials.
- Site access will be provided by the City.

## **Task 5 – Natural Resource Assessment**

### *Objective:*

Perform reconnaissance and assessments of natural resources in the entire project area, document inventories and assessments of resources and prepare reporting.

### *Activities:*

The following natural resource assessment services will be provided with this scope of services.

### *Task 5.1 Rights of Entry (ROE)*

Provide a list of properties requiring ROEs for research disciplines within two weeks following issuance of Notice to Proceed (NTP). Provide an exhibit map for each property showing the

approximate location of any invasive test sites (e.g., anything more than minor shovel sampling, test pits, etc.

### **Task 5.1 Deliverables:**

- List of properties
- Exhibit map for each property

### **Task 5.1 Assumptions:**

- It is assumed up to ten (10) Rights of Entry (ROE) will be required.

### **Task 5.2 Wetland and Waters Delineation and Report**

Conduct a site visit of the project's Area of Potential Impact (API) (herein defined as the topographic survey limits described in Task 3.1) and delineate wetlands, streams, or ditches within the API. The wetland and waters delineation will be conducted in accordance with the routine on-site wetland determination methodology described in the 1987 *U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual: Wetlands Research Program Technical Report Y-87-1*, supplemented by the Western Mountain, Valleys, and Coast Regional Supplement, the Code of Federal Register (CFR) Title 33, Part 329.11, and Oregon Administrative Rules (OAR) Chapter 141, Division 85, Section 0515.

In accordance with the USACE Wetland Delineation Manual, Consultant shall:

- Obtain representative soil samples to assess hydric soil conditions and wetland hydrology.
- Determine dominant vegetation for each cover class at these sampling locations.
- Provide flags on site demonstrating wetland and waters feature boundaries to assist surveyors in mapping wetlands.

Consultant shall prepare a draft and final wetland delineation report in accordance with Oregon Department of State Lands (DSL) standards. Consultant shall submit the draft wetland delineation report to the City for review. Consultant shall submit the final, City-reviewed report to the DSL electronically for concurrence. Consultant shall address questions from DSL during concurrence review regarding the wetland delineation report to facilitate DSL concurrence of the wetland delineation.

### **Task 5.2 Deliverables:**

- Wetland/water boundary flagging map
- Draft & Final Wetland Delineation Report

### *Task 5.2 Assumptions:*

- Two biologists will complete the wetland and waters delineation field work for this task during a consecutive, four-day field effort, including travel. No other sites visits are included in this task.
- Rights of Entry (ROE) needed to conduct work will be coordinated under Task 5.1.
- The City will coordinate property access and entry approval for completion of the wetland delineation.
- The Ordinary High-Water Mark (OHWM) of waters/ditches within the API will be delineated based on field indicators; a hydrologic analysis of stream gage data is not included in this task. No groundwater monitoring or analysis is included in this task.
- Identification of seeps and springs in the API will be included in the delineation process.
- Consultant will pay the DSL wetland delineation report review fee, with full reimbursement by the City.

### *Task 5.3 Significant Resource Overlay Zone Assessment and Report*

Consultant shall complete a Significant Resource Overlay Zone Assessment to locate and document significant resources defined by the City's Development Code (Code) to demonstrate project compliance with Section 4.139.00 of the Code. Consultant shall conduct a field investigation to collect data on the significant resources present in the API, as described in Section 4.139.06 of the Code. Consultant's assessment of significant resources will include a delineation of the OHWM of stream features in the API to determine riparian corridor width and the extent of wildlife habitat resources. Consultant shall delineate wetland boundaries within the API per Task 5.1. Consultant shall provide flags on site demonstrating wetland and waters feature boundaries to assist surveyors in mapping sensitive areas. Consultant will also conduct an ecological analysis that lists and describes dominant vegetation communities, wetland functions, wildlife habitat functions. The Buffer condition assessment will include:

Consultant shall document the results of the Significant Resource Overlay Zone Assessment in the Standard Significant Resource Impact Report.

Consultant shall prepare a Standard Significant Resource Impact Report that will include the following to satisfy Code 4.139.06.02:

- Physical analysis.
- The location, size, and species of all trees that are more than 6 inches diameter at breast height in disturbance zones. Trees outside of the area proposed to be disturbed may be shown as drip line with an indication of species type or types (Tree information will be collected in Task 5.4).

- Topographic mapping (to be provided by Consultant surveyor).
- Development recommendations for mitigating hydrologic impacts.
- Ecological Analysis of wetlands, wildlife habitat, riparian corridors.
- Mitigation and Enhancement Plan.

### *Task 5.3 Deliverables:*

- Draft & Final Standard Significant Resource Impact Report

### *Task 5.3 Assumptions:*

- Trees identified in the assessment will be surveyed as part of Task 3 for inclusion in the project base map and GIS database and identified and field assessed per Task 5.4.
- A Standard Significant Resource Impact Report will be required given the scope of the project. No fees are associated with submittal of the Standard Significant Resource Impact Report to the City of Wilsonville.
- This task includes one meeting for up to three Consultant staff to meet with City Natural Resources Manager to discuss the project's Significant Resource Overlay Zone compliance needs.
- Any required buffer enhancement and/or mitigation will be satisfied through City purchase of environmental mitigation bank credits, in-lieu-fee, payment in-lieu, or on-site within the API. The project will not require off-site permittee-responsible significant resource enhancement or mitigation.
- This task does not include annual post-construction monitoring and reporting.

### *Task 5.4 Tree Survey*

- Consultant arborist shall conduct a tree survey of the API in accordance with Section 4.610.40.02.A.2 of the Code. The survey will involve a field assessment to collect the following information:
  - The location of all trees 6 inches or greater DBH in the API.
  - The spread of canopy of trees in the API.
  - The common and botanical names of trees in the API.
  - The approximate location and names of any other trees on outside of the API within the City's project property.

- Notes on observed tree health (dead, dying, diseased); conditions of crown, trunk, roots; and other indicators of tree health.
- Consultant shall use the results of the tree survey to prepare map showing the inventoried tree information listed above per Section 4.610.40.02.A.2.a of the Code. Consultant arborist shall document the health and condition of all trees likely to be impacted by the project during the tree survey for inclusion in the Tree Maintenance and Protection Plan and Tree Removal Permit, if required. Consultant arborist shall place numbered metal tags on all trees identified for preservation during implementation of the project. The tree numbers will be keyed to the tree map prepared by Consultant.

#### *Task 5.4 Deliverables:*

- Field identification of trees to be impacted by the project.
- Field tagging of trees to be preserved during project implementation.

#### *Task 5.4 Assumptions:*

- Rights of Entry (ROE) needed for arborist to conduct tree survey will be coordinated under Task 5.1.
- The tree survey field assessment will be conducted by one Consultant arborist over the course of a 15-day fieldwork effort.
- Tagging of trees slated for preservation will be conducted by one Consultant arborist over the course of a five-day fieldwork effort.
- Consultant surveyor will survey trees identified in the tree survey field assessment for inclusion in the tree map.
- The Tree Maintenance and Protection Plan and Tree Removal Permit application will be prepared under separate contract if required and is not part of this scope of work.

#### *Task 5.5 Cultural Resource Assessment*

Consultant will perform a cultural resource assessment of the project area, to include archival research, acquisition of State Archaeology Permits, pedestrian and subsurface archaeological survey, inventory of historic-period architectural resources, technical report preparation, and curation of archaeological artifacts collected from public lands, should they be encountered. More specific tasks are detailed as follows:

##### *Task 5.5.1 Archival Research and Permitting*

Consultant will conduct background research using the Oregon SHPO site and survey databases, consultant's library, GLO maps, Metsker and Sanborn Fire Insurance Maps (as appropriate), soils

and wetland data, and any other resources deemed appropriate during the course of the initial investigations. Depending on the archaeological sensitivity of the area, Consultant may also contact cultural resources personnel within the regional tribes to determine whether any resources might be present in the area that have not been recorded with the Oregon SHPO's office.

Per Oregon Revised Statutes [ORS] 390.235 and 358.920, subsurface archaeological explorations on public lands must be conducted under an Archaeology Permit issued by the SHPO. Consultant will prepare and submit the permit applications for these properties as soon as the need is identified. The SHPO typically requires 35-40 days to process and issue permits.

### *Task 5.5.2 Inventory*

Consultant will conduct archaeological pedestrian survey of the entire project area to identify near-surface archaeological resources and subsurface sampling to evaluate the project area's potential to contain buried archaeological resources. Pedestrian reconnaissance will involve archaeologists walking along transects spaced no more than 20 meters apart systematically examining the ground surface for archaeological materials throughout the entire project area.

Consultant will conduct sampling for buried archaeological resources using shovel/auger testing to evaluate the project area's potential to contain buried archaeological resources. Some of the project area may have been surveyed and sampled for archaeological resources within the past five years; Consultant will not sample these previously surveyed areas if the level of effort was adequate to identify archaeological resources within the project area. Consultant will avoid areas disturbed by road construction and buried utilities. Shovel probes will be round and approximately 30-centimeters in diameter and excavated to a minimum of 50 centimeters below the surface. Soils will be screened through 1/4-inch or 1/8-inch mesh at the discretion of the field director.

Should archaeological materials be identified, a field site form will be completed that describes the setting and character of all archaeological materials. Field site forms will include a description of artifacts as allowed by observation only. To the extent possible, they will be identified as to type, material, function, and cultural and chronological association. All diagnostic materials will be photographed. Site boundary polygons and the locations of all features shall be recorded using GPS technology and on a site sketch map. All resources will be recorded using the state's online archaeological site form. Archaeological materials will be collected from subsurface samples on public lands per SHPO permit requirements, analyzed, and curated.

Consultant will conduct evaluation of architectural resources. Structures on project parcels and immediately adjacent to the alignment that meet the threshold for historic-era eligibility (50 years or older) shall be documented at compliance-level. Compliance surveys are intended to be a first look at historic-period architectural resources. They record basic information to assess potential eligibility for listing in the NRHP, either individually or as a contributing resource to a historic district. Because compliance surveys are intended to evaluate resources under federal or state laws for assessment of effects/impacts, compliance surveys review a resource's eligibility under all criteria and an assessment of integrity from the period of construction. However, because it is

a first-look, a compliance survey involves only a modicum of historic research into any particular resource. HRA's compliance surveys include limited research time into tax assessor data, SHPO data, and easily accessible online archival materials such as historic maps (GLOs/Metsker/Sanborns), newspaper archives, and other sources as appropriate. Fieldwork methods mimic SHPO Guidelines for reconnaissance-level surveys and are conducted from the public ROW. Limited exceptions to this may include publicly accessible resources, such as libraries. Physical descriptions, integrity statements, and evaluations under all four criteria may include recommendations for additional research, if required.

### *Task 5.5.3 Draft and Final Technical Report*

Consultant will produce a draft report detailing the results of Tasks 1 and 2 that conforms to Oregon SHPO guidelines. The report will include documentation of background research, identification of interested parties (including appropriate Tribes) who should take place in public involvement, methods and results of the field investigations, preliminary evaluations of any resources identified, resource forms, and recommendations for further work, if any. Consultant will submit the draft report for review. Upon receipt of any comments from the draft report, Consultant will finalize all documentation into a final report.

The collected artifacts will be transported to the laboratory facilities for processing, inventory, and analysis per permit requirements. Artifacts will be processed in a manner that ensures their stability. Following processing, all artifacts will be inventoried using Microsoft Excel. Standard analysis includes lithic, faunal, and historic-period artifact analysis and identification.

### *Task 5.4.4 Curation*

All records, maps, photographs, and cultural materials will be cataloged and curated according to state and federal standards. After analysis is complete, Consultant will prepare the artifacts for transfer to the Oregon Museum of Natural and Cultural History (OMNCH). Per permit requirements, copies of all field records, forms, and photographs, as well as all artifacts recovered from public lands, will be curated at OMNCH. The OMNCH charges a one-time fee of \$400 per cubic foot or a minimum charge of \$125. Consultant will bill the client directly for these fees.

The appropriate Native American Tribe(s) will have the opportunity to review the collection for any human remains, funerary objects, sacred objects, or objects of cultural patrimony for a 30-day period. The items will be reported to the appropriate Native American Tribe(s), the Commission on Indian Services, and the State Historic Preservation Office and arrangements will be made to for their return to the appropriate Native American Tribe as per state laws (ORS 97.740–760 and ORS 358.940).

### *Task 5.5 Deliverables:*

- Cultural Resource and Risk Assessment Report, Draft and Final (PDF)
- 1 SHPO cover sheet in Adobe (.pdf) format



- GIS shapefiles for SHPO submission

### *Task 5.5 Assumptions:*

- Rights of Entry (ROE) needed to conduct cultural resources assessment work will be coordinated under Task 5.1.
- The lead federal agency will be responsible for all tribal and other consultation for the project per Section 106 of the NHPA.
- Two Archaeological Permits will be obtained.
- No more than 30 subsurface samples will be excavated.
- Up to one archaeological resource will be identified; no more than 10 artifacts will be recovered and require curation.
- Up to five architectural resources will be identified and will be inventoried at compliance-level.
- Exact locations of known archaeological sites will not be disclosed keeping in line with the industry standards for protection of culturally significant sites.

### *Task 5.6 Hazardous Material Corridor Study*

Conduct a Hazardous Material Corridor Study (HMCS) according to the following standards and guides:

- Hazardous Waste Guide for Project Development (1990), by the AASHTO Special Committee on Environment, Archaeology, and Historic Preservation.

The HMCS will include the following tasks:

- Meet or talk with key project staff to further discuss the project and to obtain any information that may be relevant to the site or adjoining land.
- Using a commercial database search provider, obtain a search of federal, state, tribal, and local listings or records per ASTM E1527-13 and AAI requirements (industry standard), including activity and use limitations databases.
- The search will identify known hazardous substance violations, contaminant discharges, and other environmental problems for varying distances based upon their relative potential impact to the subject property.

Review available federal and state environmental databases to identify sites that could potentially impact the project, using the minimum search radii listed below.

Database Record	Search Radius
Federal RCRA Generators List	Site and Adjoining
State-Equivalent NPL List (ECSI)	0.25 mile
Oregon Permitted Landfill List	0.25 mile
State Leaking (L)UST List	0.25 mile
State Fire Marshal's Spill Response List	Site and Adjoining
Oregon Motor Carrier Spill List	Site and Adjoining
State Certified UST List	Site and Adjoining

RCRA: Resource Conservation and Recovery Act

ECSI: Environmental Cleanup Site Information

UST: underground storage tank

LUST: leaking underground storage tank

Review Oregon Department of Environmental Quality (DEQ) files, available through the DEQ website, for adjacent listed sites and other upgradient sites with the potential to impact the project, to determine whether contamination is likely to impact property to be acquired for the project or proposed construction activities. Where possible, use DEQ file information to delineate contaminated areas within the project corridor and identify where such information is sufficient to develop construction plans and specs, without additional sampling.

Review readily available soils, geology, engineering, groundwater, or other reports regarding the property and the immediate vicinity. The review will include a search of the Oregon Water Resources Department well log database to identify water wells that may be located in the project area.

Conduct historical research to identify past uses of the project corridor and adjacent properties, including one or more of the following resources:

- Sanborn fire insurance maps
- Aerial photographs
- Reverse city directories
- Historic property ownership/occupancy records or building permits
- Relevant reports or documents pertaining to environmental conditions

The resource(s) selected must, if possible, provide historic information regarding land use back at least 80 years at 10-year intervals, or Consultant will demonstrate that such information is not readily available.

An Environmental Professional, or someone directly under the supervision of an Environmental Professional, will observe the project area from public rights-of-way and safely accessible vantage points. A field checklist will be completed, and pertinent observations related to potential

environmental conditions on the subject property and the adjoining properties will be recorded. Photographs will be taken and included in the report that will be prepared for this project. This inspection will include a visual search for potential water wells.

Prepare a draft HCMS report summarizing the information obtained through the activities listed above. The draft HCMS report will include conclusions that identify specific sources of contamination that could impact the project corridor or the proposed construction work and recommendations for further investigation or avoidance of those conditions. The final HCMS report will be delivered electronically as a PDF.

### *Task 5.6 Deliverables:*

- Draft and final HCMS report

### *Task 5.6 Assumptions:*

- No other interviews are expected to be conducted (such as with current or previous owners, on-site personnel, tenants, and other persons) unless observed conditions suggest interviews are warranted.

## **Task 6 – Trail Alternatives Analysis & Recommendations**

### *Objective:*

Develop and analyze alternative trail alignments through the project corridor, based on criteria developed with City staff, and provide a recommendation for the trail alignment.

### *Activities:*

The following trail design activities will be provided to the City under this scope of services.

### *Task 6.1 Trail Design Coordination*

Attend and participate in the Project Kickoff meeting and one preliminary trail design meeting with the City and project team.

Coordinate with project team to prepare, collect, and review project data, mapping and natural resource assessment reports, and provide progress and status reports.

Conduct a site visit and walking tour of key locations in the project area. City may plan the route and provide materials such as points of interest.

Interview City representatives of affected departments, individually, to learn about their requirements, needs and expected outcomes. Interview stakeholders as directed by the City.

### *Task 6.2 Trail Alignment Alternatives Development*

Prepare recommended evaluation criteria based on the outcome of the interviews and related project discussions. Collaborate with the City on non-financial scoring criteria, their definitions, and method for determining scores. The criteria for consideration may include but, will not be limited to accessibility, directness of route, safety, aesthetic qualities, user comfort, equity and cost. Provide criteria to City for review and comment prior to adopting the evaluation criteria for the alternative alignments task.

Develop up to three (3) alternative trail alignments. The layout will be based on the evaluation criteria and priorities as directed by the City. Alignments will be based on the best available data at the time and will include a combination of site visits, survey, remotely collected Lidar data, aerial photography, and available GIS data. Alignments will be shown in plan view with up to three typical cross sections for each alternative.

Apply non-financial preliminary scoring and ranking for discussion with the City. Perform an evaluation of the alternatives and provide recommendations for implementation.

The following will be prepared for each alternative:

- A matrix evaluation based on the criteria and weighting as directed by the City.
- A written description of the benefits and challenges of each alternative.
- A planning level cost estimate of each alternative
- A recommendation of the best alternative

Based on comments received from the City, revise alignment alternatives. Prepare for, attend and present information on revised alignment alternatives. Collaboratively work with the City and stakeholders to determine final scores and ranking to ultimately select preferred alternative(s) for the preliminary design.

### *Task 6.3 Trail Alignment Alternatives Technical Memorandum*

Prepare a draft technical memorandum documenting the above and submit for review by the City. Receive comments from the City, prepare a final memorandum with comments incorporated, and submit to the City.

### *Task 6 Deliverables*

- Notes from interviews with City and selected stakeholders
- Draft and final evaluation criteria
- Alternative trail alignments, in plan view, with typical cross-sections

- Draft and final technical memorandum

### *Task 6 Assumptions*

- Four (4) interview meetings will be conducted.
- Three (3) alternative trail alignments will be evaluated, with up to three (3) typical cross-sections developed for each alternative.
- Specific priority will be placed at the Wilsonville Road area due to the complexity of the area.
- Two (2) meetings to present and discuss alignment alternatives with City and stakeholders are assumed.

## **Task 7 – Sewer Alternatives Analysis & Recommendations**

### *Objective:*

Identify and develop alternatives for construction of sanitary sewer improvements to provide the required flow capacity in the Boeckman Creek Interceptor Sewer as described in the City's **Wastewater Collection System Master Plan**. Evaluate alignments based on criteria developed with City staff and provide a recommendation for a preferred alternative.

### *Activities:*

The following sanitary sewer design activities will be provided to the City under this scope of services.

#### *Task 7.1 Field Exploration*

Consultant will perform field reconnaissance during early stages of alternatives analysis stage to become familiarized with the site conditions, access options, physical constraints, and other above grade conditions that can inform alternative development and design.

#### *Task 7.2 Sewer Alternatives Development*

##### *7.2.1 Confirm Sewer Capacity and Service Area Assumptions*

Utilize updated zoning information and where available, population, employment, and/or densities in combination with unit loading factors documented in the City's 2015 Wastewater CSMP to update sewer flows for the areas tributary to Boeckman Creek Interceptor Sewer.

Develop peak dry and wet weather design flows for the interceptor sewer utilizing the updated sewer loading and applying diurnal patterns, unit hydrographs, and the 10-year design storm as defined in the City's 2015 CSMP and programmed in the City's sanitary sewer hydraulic model.

Prepare a summary draft technical memorandum documenting the updated capacity analysis for review by the City. Meet with City staff to discuss the findings, receive and incorporate City comments, and prepare a final technical memorandum.

### *7.2.2 Develop Sewer Improvement Alternatives*

Develop sewer upsizing concepts, including alignment and potential construction methods, based upon input from the project kick-off meeting and City's PM. Construction cost estimates consistent with AACEI Recommended Practice Nos. 17R-97 and 97R-18 for Class 4 reporting shall be developed for each concept alternative.

Sewer upsizing concepts shall consider, at a minimum, the following:

- Direct replacement, maintaining existing alignment
- Installation of a new pipe parallel to existing pipe
- New alignment to the east of existing sewer alignment and Boeckman Creek
- Multiple construction techniques (open cut versus trenchless)
- Conflicts and critical flaws
- Environmental and social impacts.

### *7.2.3 Sewer Alternatives Review Workshops*

Consultant will conduct two workshops with the City, including stakeholders if deemed necessary, to review, discuss, and refine sewer upsizing alternatives.

Consultant shall prepare graphics, presentation, handouts, cost estimates, and exhibits for workshops. Graphics shall show each proposed alignment concept plan and profile views with pros and cons.

Attend, present, and solicit input on alignment concepts and trenchless alternatives to analyze at Workshop No. 1.

Based upon the outcome of Workshop No. 1, Consultant shall:

Refine and modify alignment concepts selected at Workshop No. 1 into revised alignment alternatives for additional analysis and final scoring.

Collaborate with City on non-financial scoring criteria, their definitions, and method for determining scores.

Apply project costs and non-financial preliminary scoring and ranking for discussion at Workshop No. 2.

Prepare for, attend, and present information on revised alignment alternatives at Workshop No. 2. Collaboratively work with City and stakeholders to determine final scores and ranking to ultimately select preferred alternative(s) for preliminary design.

### *Task 7.3 Sewer Alternatives Technical Memorandum*

Prepare a summary Technical Memorandum to summarize the activities and decisions made during the Sewer Alternatives Analysis process. The memo shall include, at a minimum, the following information:

- Existing conditions,
- Project design assumptions and criteria,
- Summary of data collected, including the hazardous materials and contaminated soil desktop analysis, geotechnical and cultural resource desktop analysis, and environmental exploration/delineation efforts,
- Detailed description and evaluation of the recommended route, staging area and construction techniques,
- Potential impacts to historical and cultural resources, resource areas, hazardous waste or contaminated soils, impacts to public, and permitting concerns,
- Construction costs (Class 4 AACEI),
- Operation and Maintenance considerations, and
- Final scoring criteria, weights, and scores.

### *Task 7 Deliverables:*

- Agendas and summary notes from Workshop Nos. 1 & 2
- Graphics, presentation, handouts, cost estimates, and exhibits for workshops. Presentation materials in PowerPoint and PDF formats.
- Draft and final version of Sewer Alternatives Analysis Technical Memorandum in Word and PDF formats.

### *Task 7 Assumptions:*

- Three (3) alternative sewer alignments will be evaluated.

Conduct workshops with the City, and if deemed necessary stakeholders, to review, discuss, and refine the concepts coming out of the separate Trail and Sewer Workshops. The combined workshops shall focus on the nexus of the two design elements and consider potential fatal flaws and constraints created by the respective project elements.

## **Task 8 – Preliminary (30%) Design Documents**

### *Objective:*

Prepare a preliminary set of 30% design plans and cost estimates for the recommended sanitary sewer interceptor alternative and recommended trail alignment, for both the upper and lower creek corridors.

### *Activities:*

The following preliminary design activities will be provided to the City under this scope of services.

### *Task 8.1 30% Design Documents*

Consultant shall prepare preliminary design drawings for the City's preferred alignments for the sanitary sewer and trail improvements as recommended in the previous tasks and submit to the City for review. Pipeline plan and profile drawings will be developed at a horizontal scale of 1 inch = 20 feet and vertical scale of 1 inch = 5 feet. Drawings will be produced in AutoCAD Civil 3D, including profiles.

Consultant will coordinate and conduct one design review meeting. Agenda and meeting summary will be prepared by the Consultant and distributed to all attendees.

An engineer's estimate of probable construction cost (EPOCC) will be provided with each design submittal.

### *Task 8 Deliverables:*

- 30% Drawings and EOPCC
- Design Review Meeting agenda and summary.

### *Task 8 Assumptions:*

- 30% Drawings are assumed to include the following:



- Cover Sheet, Index of Drawings, Legend and Abbreviations (3 sheets)
  - Overall Project Site Plan (1 sheet)
  - Existing conditions (8 sheets)
  - Tree Inventory (8 sheets)
  - Preliminary Wetland Mitigation Plan (8 sheets)
  - Selected alternative of Sanitary Sewer, Plan and Profiles, at 1"=20' scale (20 sheets)
  - Selected plan view of trail alternative, at 1"=20' scale (20 sheets)
- EOPCC will be to a Class 4 AACEI level estimate. Quantity estimates and opinions of probable construction costs prepared represent Consultant's judgment as design professionals and will be supplied for the general guidance of the City. Consultant does not guarantee the accuracy of such opinions relative to any contractor bids received or actual costs to the City since Consultant has no control over the cost of labor and materials or over the competitive bidding or market conditions at the time of bidding.

## Task 9 – Permitting Strategy

### *Objective:*

Consultant will coordinate with the City, project team members, and regulatory agencies to develop a Permitting Strategy Memorandum that will inform design alternatives to avoid, minimize, or mitigate impacts to regulated resources. This task will also include coordination with the Boeckman Road Dip team to align permitting strategies with stream channel activities along the corridor.

### *Activities:*

The following activities associated with developing a project permitting strategy will be provided with this scope of work.

### *Task 9.1 Permitting Strategy Coordination*

Consultant shall coordinate with project team members and stakeholders to inform, develop, and distribute the permitting strategy, including:

- Up to six (6), one hour virtual meetings and one site visit with the City and project team members
- Up to four (4), one-hour virtual meetings with the Boeckman Road Dip team members
- Up to two (2), one-hour virtual meetings and one site visit with regulatory agency personnel
- Up to six (6), one-hour virtual meetings with other environmental project team members

### *Task 9.1 Deliverables:*

- Email summaries within 24 hours of conversations

### *Task 9.1 Assumptions:*

- Consistent regulatory personnel throughout task; changing staff results in inefficiencies and rework
- Consistent permitting requirements; changing rules, regulations, and processes results in inefficiencies and rework

### *Task 9.2 Permitting Strategy Memorandum*

Consultant shall develop a Permitting Strategy Memorandum that will identify regulatory resources; likely permits needed; best practices to avoid, minimize, or mitigate impacts; regulatory agency coordination and communication plan; permitting schedule; and implementation plan for subsequent stages of project development.

### *Task 9.2 Deliverables:*

- Electronic copy of draft Permitting Strategy Memorandum within one month of NTP.
- Electronic copy of final Permitting Strategy Memorandum within one month of completion of environmental baseline reports/mapping within the area of potential impact.

### *Task 9.2 Assumptions:*

- Permitting Strategy Memorandum sections will continue to build as project phases progress.

## **Task 10 – Public Involvement**

### *Objective:*

Consultant will provide assistance to the City in developing strategies, implementing, and coordinating public involvement, outreach, and communications activities for effective outreach with the community.

### *Activities:*

The following public involvement activities will be provided with this scope of work.

### *Task 10.1 Public Involvement & Communications Plan*

Develop a Public Involvement and Communications Plan with input from the City and engineering team. The plan will detail outreach goals, methods and tools, target audiences, key messaging, schedule, and assignments.

### *Task 10.2 Portfolio of Information Materials*

Design and develop a Portfolio of Information Materials and deploy the initial communications tools through 30% design. This will include one fact sheet, FAQs, one project overview presentation, a website project page with monthly updates, two Boones Ferry Messenger articles, one survey notification mailer and social media posts to promote.

### *Task 10.3 Online Open House on Let'sTalkWilsonville*

Develop an outline, content, and promotions for an online open house. Content will include information about the project and a community survey. The open house will be developed for Let'sTalkWilsonville platform. A summary of the online open house, including the survey will be provided. Open house and survey will be promoted on social media channels.

### *Task 10.4 Public Open House*

Prepare for and attend public open house events to communicate to the public the direction of the project design and receive input from the public regarding preferences, concerns, etc. related to the direction of the project.

Provide facilitation support to City and design team for one internal planning workshop.

### *Task 10.5 PI Coordination*

Coordinate closely with the City and project team to review and discuss outreach activities and progress.

Coordinate communications with the Boeckman Corridor project and other Frog Pond area development projects to ensure a cohesive message.

### *Task 10 Deliverables:*

- Public Involvement and Communications Plan
- Project fact sheet
- Project FAQs
- One project overview presentation

- One survey notification mailer to neighbors
- Website project page with fact sheet, FAQ and other project information and monthly updates
- Two Boones Ferry Messenger articles
- Online open house presentation, with summary of responses to community survey
- Meeting graphics, handouts, and exhibits used for Open House.

*Task 10 Assumptions:*

- Open houses will be attended by all relevant design/task leads.
- City will provide address information for residential mailings. Consultant will coordinate printing and mailing of materials.
- City will be responsible for the cost of mass printing and mailing of printed materials.
- City will be responsible for hosting and maintaining the project web page.
- City will publicize project through their communications channels.
- COVID-19 guidelines will be followed.

## Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant’s Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

<u>Billing Classifications</u>	<u>Rates</u>	<u>Billing Classifications</u>	<u>Rates</u>	<u>Billing Classifications</u>	<u>Rates</u>
Principal Engineer VI	\$292	Engineering Designer I	\$143	Inspector VII	\$197
Principal Engineer V	\$281	Principal III	\$295	Inspector VI	\$181
Principal Engineer IV	\$270	Principal II	\$270	Inspector V	\$164
Principal Engineer III	\$258	Principal I	\$245	Inspector IV	\$153
Principal Engineer II	\$249	Project Manager III	\$225	Inspector III	\$136
Principal Engineer I	\$239	Project Manager II	\$200	Inspector II	\$122
Professional Engineer IX	\$229	Project Manager I	\$175	Inspector I	\$105
Engineering Designer IX	\$220	Construction Manager X	\$270	Technician IV	\$168
Professional Engineer VIII	\$218	Construction Manager IX	\$252	Technician III	\$150
Engineering Designer VIII	\$208	Construction Manager VIII	\$238	Technician II	\$130
Professional Engineer VII	\$206	Construction Manager VII	\$230	Technician I	\$110
Engineering Designer VII	\$199	Construction Manager VI	\$214	Project Coordinator IV	\$158
Professional Engineer VI	\$196	Construction Manager V	\$197	Project Coordinator III	\$147
Engineering Designer VI	\$189	Construction Manager IV	\$187	Project Coordinator II	\$131
Professional Engineer V	\$185	Construction Manager III	\$170	Project Coordinator I	\$116
Engineering Designer V	\$177	Construction Manager II	\$157	Administrative III	\$116
Professional Engineer IV	\$174	Construction Manager I	\$140	Administrative II	\$107
Engineering Designer IV	\$174	Cost Estimator III	\$263	Administrative I	\$94
Professional Engineer III	\$169	Cost Estimator II	\$210		
Engineering Designer III	\$169	Cost Estimator I	\$158		
Engineering Designer II	\$155				

## Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling Hardware/Software	At Cost
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

## Project Schedule

The work covered by this scope of work is anticipated to commence in November 2022 and be complete by June 30, 2023. Future amendments are expected to extend the overall completion date.

The following milestones for completion of Phase 1 tasks are proposed:

Permitting Strategy Memorandum	December 2023
Topographic Surveying	January 2023
Natural Resources Assessments	January 2023
Trail Design Alternatives Analysis & Recommendations	March 2023
Sewer Alternatives Analysis & Recommendations	March 2023
Draft Preliminary (30% ) Design Documents	May 2023

