

RESOLUTION NO. 3228

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WSP USA INC. TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE MILEY ROAD STORMWATER IMPROVEMENTS PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 7071).

WHEREAS, the City has planned and budgeted for engineering design for Capital Improvement Project No. 7071, known as the Miley Road Stormwater Improvement Project (the Project); and

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

WHEREAS, WSP USA Inc. submitted a proposal on October 16, 2025, 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 WSP USA Inc. (WSP) 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 WSP for a not-to-exceed amount of \$1,697,357.00, 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 15th day of December, 2025, and filed with the Wilsonville City Recorder this date.

Signed by:

9FC7B198F01449B...

Shawn O'Neil, Mayor

ATTEST:

DocuSigned by:

E781DE10276B498...

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil	Yes
Council President Berry	Yes
Councilor Cunningham	Yes
Councilor Scull	Yes
Councilor Shevlin	Yes

EXHIBIT:

- A. Miley Road Stormwater Improvements Professional Services Agreement

EXHIBIT A**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Miley Road Stormwater Improvements Project (“Project”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **WSP USA Inc.**, a New York 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 field work services according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2028, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

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

Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed **One Million Six Hundred Ninety-Seven Thousand Three Hundred Fifty-Seven Dollars (\$1,697,357.00)** for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any additional services beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 16**.

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

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

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

Section 5. City's Rights and Responsibilities

5.1. 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.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. 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 14**.

Section 6. City's Project Manager

The City's Project Manager is Ethan Rogers. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

Consultant's Project Manager is Amy Jones. 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 8. 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 9. 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 9.2 Subcontractors and Assignments

9.1. Consultant shall not subcontract with others for any of the Services prescribed herein, assign this Agreement, or 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. Any attempted assignment of this Agreement without the written consent of the City will be void. 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). For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 16** of this Agreement.

9.2. Unless otherwise specifically provided by this Agreement, a written consent granted in accordance with **Section 10.1**, or a valid amendment pursuant to **Section 16**, the City incurs no liability to third parties for any compensation (the City is not required to reimburse any costs for work performed by others on behalf of Consultant).

9.3. Consultant shall 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 **Section 11**, below, and meet the same insurance requirements of Consultant under this Agreement.

9.4. The City has the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant must 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 must 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.

Section 10. Consultant Is Independent Contractor

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.

Section 11. Consultant Responsibilities

11.1. 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.

11.2. 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.

11.3. 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 12. Indemnity

12.1. 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; the negligent acts, omissions, errors, or willful or reckless misconduct of any subcontractor or subconsultant hired by Consultant; all costs incident to Consultant's hiring of assistants or employees; 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 12.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

12.2. 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 or within the prescribed timeframe.

Section 13. Insurance

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

13.1.1. 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 **Two Million Dollars (\$2,000,000)** for each occurrence and **Three Million Dollars (\$3,000,000)** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **Two Million Dollars (\$2,000,000)** per occurrence, Fire Damage (any one fire) in the minimum amount of **Fifty Thousand Dollars (\$50,000)**, and Medical Expense (any one person) in the minimum amount of **Ten Thousand Dollars (\$10,000)**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

13.1.2. 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 work hereunder with a limit of no less than **Two Million Dollars (\$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.

13.1.3. 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 **Two Million Dollars (\$2,000,000)**.

13.1.4. 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 **Five Hundred Thousand Dollars (\$500,000)** each accident.

13.1.5. 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.

13.1.6. 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 any of the Services contemplated under this Agreement.

13.1.7. 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.

13.2. 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 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

14.1.2. 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

14.1.3. 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.

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

14.3. 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.

14.4. 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 18**, for which Consultant has received payment or the City has made payment.

Section 15. 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 16. 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 17. 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 18. As-Builts/Property of the City

Consultant must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format. All documents, reports, and research gathered or prepared by Consultant under this

Agreement, including, but not limited to, spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 19. 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: Ethan Rogers, Civil Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: WSP USA, Inc.
Attn: Amy Jones
1300 SW 5th Ave, Suite# 3100
Portland, OR 97201

Section 20. Miscellaneous Provisions

20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

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

20.7. 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.

20.8. 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.

20.9. 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.

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

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

20.12. 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.

20.13. 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.

20.14. 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.

20.15. 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.”

20.16. 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.

20.17. 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.

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

20.19. 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.

20.20. 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:

WSP USA INC.

CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. 11-1531569

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

EXHIBIT A

SCOPE OF WORK

Consultant shall complete all tasks and provide all deliverables included in this statement of work, unless specifically stated otherwise in a task. Consultant shall provide all labor, equipment and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this SOW. The project design duration is assumed to be 24 months.

Task 1 – Project Management

The Consultant shall manage all sub-consultants on the team, directing the flow of information between the Consultant team members and the City's project manager. Monthly billing and status reports will be clearly presented in an organized manner, with costs distributed among tasks and funding sources. The Consultant shall provide services including the following items:

1. Organize and conduct Kick-off meeting at City Hall. The project kick-off meeting will be approximately 2 hours in duration and include up to six (6) consultant staff.

Deliverables

- Meeting agenda and notes
2. Prepare and submit a detailed draft Project schedule compatible with Microsoft Project 2018. Project schedule must be used to track all major tasks, deliverables and milestones.

Deliverables

- Project schedule in .PDF format
3. Organize, lead, and conduct Project meetings twice a month during design for up to 24 meetings. The project meetings will be approximately 1 hour in duration and include up to four (4) consultant staff.

Deliverables

- Meeting agenda and notes
4. Coordinate various members of the Consultant team.
 5. Provide exhibits, maps, figures, as needed and required.
 6. Communicate clearly and regularly with the City's project manager.
 7. Submit monthly invoices/payment requests, separate costs by tasks.
 8. If deemed necessary – prepare materials for, lead, and participate in one public in-person open-house meeting in Wilsonville.

Task 2 – Public Engagement

Consultant shall prepare public notification materials, including postcards, newsletter, and other as-needed notices with project updates at a regular interval for the duration of the project. The City will provide existing contact lists and information for relevant stakeholders to support the postcard mailer, direct outreach, and text message alert contact lists.

Public Engagement shall incorporate the City's existing public engagement tools utilizing these communication tools rather than paying for third party platforms.

Consultant shall prepare public information materials, including fact sheets, postcards, photographs, graphic illustrations, communications, exhibits, visualizations, presentations, summaries and other documents needed to support.

The City will develop and maintain the project website. Graphics and fact sheets developed by the consultant may be utilized for the project website. The City will serve as the point of contact for media and public inquiries.

1. Task management
 - a. Track communications and public involvement deliverables and budget.
 - b. Provide file management of communications and public involvement files for use throughout the lifecycle of the full project.
2. Planning and production of public information materials
 - a. 1 Project fact sheet and up to 2 updates
 - b. Up to 2 project PowerPoint presentations for public meeting/open house, and property acquisitions (if necessary)
 - c. Up to 4 project information graphics
 - d. Up to 4 display boards for public engagement
3. Planning and production of public notification materials
 - a. Up to 1 project postcard
 - b. Up to 3 other as-needed notices, including direct outreach emails to neighborhoods and community groups
 - c. Up to 4 construction text message alerts
4. Open House
 - a. Up to 1 in-person project open houses

Task 3 – Project Planning and Surveying

All survey work and elevations on design plans shall be based on NAVD 88 datum. The Consultant team shall provide the following project planning and surveying services.

Task 3.1 – Project Initial Research and Project Planning

The City will provide the Consultant with the following information in electronic format prior to the Project Kick-Off Meeting for their review.

1. Most current City of Wilsonville Public Works Standards and Detail Drawings;
2. As-built record drawing information, as available;
3. Other pertinent information requested by Consultant, as available;

The Consultant will:

1. Compile and Review City provided Public Works Standards, drawing, and record information.
2. S&F will submit utility and record map requests to the 811 Utility Locate Center 10 business days prior to beginning the fieldwork.

3. Review all record drawing utility provided maps and GIS maps relating to utility locations.
4. Conduct survey record research to aid in the resolution of right of ways, property lines, and easements of record.
5. Schedule, facilitate, and prepare agendas, meeting materials and minutes for up to (3) Project Planning Team Meetings to review existing information and project approach. Consultant shall provide Preliminary Project Planning Team Meeting agendas, and meeting materials two (2) business days prior to meeting date and Preliminary Project Planning Team Meeting minutes. Meetings will include up four (4) consultant team members.

Assumptions

1. Utility locates will fall within public rights-of-way only, per 811 standards.

Deliverables

The project deliverables will include:

1. A Memo summarizing Project Planning Team Meetings to document preliminary design approach based on City feedback.

Task 3.2 – Right-of-Way/Easement Surveying and Legal Descriptions

Consultant will perform surveying necessary to accurately locate the existing right-of-way lines and relevant easements. At a minimum, surveying will include the following:

1. Reviewing records of surveys, plats, and deed documents of adjacent ownerships.
 - i. Review existing records of surveys, plats, and deed documents of adjacent ownerships.
 - ii. Resolve right-of-ways, abutting property lines, and easement lines adjacent to the project limits.
2. Prepare legal descriptions and exhibits for all rights-of-way and easements required for the project. Obtain title reports for the respective parcels.

Assumptions

1. Notifications for access to private properties will be coordinated by the City.
2. Notification letters will be provided for survey staff reference.
3. Individual private property lines will be depicted from record data and / or tax map information and does not constitute a full resolution of the sidelines of each lot abutting the right of ways
3. Legal descriptions and exhibits, plus field staking will be on a per lot cost basis.

Deliverables

The project deliverables will include:

1. Title reports, Stamped and signed Legal descriptions, and Exhibits for areas needed to be acquired for right-of-way or easement acquisition
2. Field staking of easement lines as requested

Task 3.3 – Site/Topographic/Design Surveying, Potholing, & Camera Inspection

Consultant will perform necessary site, topographic, and design surveying services for both Project Areas as determined by the Consultant and the City. Consultant will perform necessary potholing in the Project

Area to verify depth, location, size and material type of the existing utilities as determined by the Consultant and the City. At a minimum, surveying and potholing will include the following:

1. Establishing a horizontal and vertical survey control network.
 - i. Horizontal Datum: Oregon State Plane North – 3601 (NAD83(2011))
 - ii. Vertical Datum: NAVD88
2. Referencing the network and all mapping to the City of Wilsonville approved vertical datum.
3. Surveying and preparing a map showing the following:
 - i. Locations, rim elevations, and invert elevations (of pipes) for all sanitary sewer and storm manholes within the project area.
 - ii. Locations and top of valve nut elevations for water valves, locations and box rim elevations for meter boxes, hydrants, blow-offs, air releases, and all other appurtenances.
 - iii. Utility poles, meters and overhead wires (including heights).
 - iv. Located underground utilities and associated appurtenances and valves, and irrigation systems.
 - v. Crown line of streets.
 - vi. Edge of pavement and top face of curb – if a non-standard curb exists, survey top back of curb.
 - vii. Fences, mailboxes, streetlights, trees, and other street side structures.
 - viii. Striping and signage.
 - ix. Sidewalks, curb ramps, and driveways.
 - x. Retaining walls.
 - xi. Trees Surveyor will tag trees with survey point numbers during their survey field work. Surveyor will provide to arborist:
 - a. PDF exhibits showing the location of existing trees clearly labeled by tree tag number, along with private boundaries clearly showing the ROW and private properties labeled by address numbers.
 - b. Excel spreadsheet listing the tree survey data.
 - xii. Other important topographic features.
 - xiii. Photos of site conditions.
4. All natural and man-made features.
5. The extents of the survey work will be as necessary to adequately design the proposed improvements.
6. Potholing using a Vactor excavation truck shall be conducted to verify depth, location, size, and material type of existing utilities as determined by the Consultant and the City. Potholes will be backfilled per appropriate agency requirements. Up to 15 potholes will be conducted. Traffic control will be provided by the potholing consultant.
7. Video recording of the existing storm sewer trunk line to verify the condition of the existing pipes and the number and type of existing sewer connections that will need to be reconnected. Laterals connected to the storm sewer trunk line will also be inspected via internally launched camera. Up to 5 laterals will be inspected.

Deliverables

The project deliverables will include:

1. Survey data will be compiled in digital format and a digital terrain model will be created which will be used for design purposes. Digital terrain model (DTM) in AutoCAD DWG format complete with all external references such that the DTM is fully usable by the City without additional software or reference data.

2. An existing conditions map, stamped by a Professional Land Surveyor registered in Oregon, will be prepared showing all the above items.
3. The project deliverable will be a complete summary report of the existing conditions. This document will include:
 - i. An existing conditions survey map
 - ii. Raw field survey data and field notes
 - iii. Digital terrain model in AutoCAD format complete with all external references such that the DTM is fully usable by the City without additional software or reference data
 - iv. Pre-Construction Record of Survey (including map and narrative) recorded with the Clackamas County Surveyors Office
 - v. Utility locate ticket numbers and maps provided by utility carriers
 - vi. Site photos
 - vii. Pothole Log with locations, elevations, and field notes of all potholing activities for existing utilities.
 - viii. Video file of camera inspection of the existing sewer line.
 - ix. Video inspection reports showing condition of pipe and lateral connections including size and location via PDF.

Assumptions

1. The City will obtain right-of-access for survey work on private property.

Task 3.4 – Pre-Construction Record of Survey

The purpose of a Pre-Construction Survey is to locate all existing monuments of record within the project limits to ensure that if they are destroyed during construction, they can be re-set. Consultant shall prepare a Pre-Construction Record of Survey to meet the requirement of ORS 209.155. The Pre-Construction Survey will include the location and description of all survey monuments that may be disturbed or destroyed during construction, existing right-of-way, controlling centerlines, survey control network, and proposed centerline.

At a minimum, surveying will include the following:

1. Locations of all survey monuments that may be disturbed or destroyed by construction.
2. Descriptions of all survey monuments located.

Deliverables

The project deliverables will include:

1. A Pre-Construction Record of Survey to meet the requirement of ORS 209.3155 as described in Task 3.4.

Task 3.5 – WES Downstream Analysis Survey (CONTINGENCY)

Survey two structures that cross the unnamed stream between the Miley Road storm main outfall (surveyed already) to the Willamette River (length approximately 2600 feet) as follows:

- I-5 freeway culvert(s) approximately 1400 feet downstream of the Miley Road storm main outfall. Includes one cross-section of the creek channel at the inlet and outlet. The inlet under I-5 is approximate from LiDAR and will be field-verified and as-builts will be obtained by WSP as part of this scope.

- Culvert(s) under driveway east of the intersection of Boones Ferry Road and Butteville Road approximately 1000 feet downstream of the outlet from I-5. Includes one cross-section of the creek channel at the inlet and outlet plus a cross-section along the driveway crest.

For each structure, survey inlet and outlet of culvert(s) at both I-5 and driveway crossings including top and IE of pipe(s), along top of wingwall if present, and ground at bottom of wingwall(s), channel thalweg (lowest point), edge of water, and representative grade breaks along cross-section. At each cross-section survey water level. Survey a cross-section along the crest of the driveway. No crest survey is needed for I-5. Cross-Section locations will be flagged by WSP before the survey; the figure shows approximate locations from LiDAR. Record culvert dimensions in field notes. If culverts are box culverts survey the inside walls; if pipes survey the centerline.

Deliverables

The project deliverables will include:

1. Additional survey data in this contingency task will be added to the survey base files as described in task 3.3

Task 4 – Tree Evaluation

In accordance with the City of Wilsonville requirements, Consultant's Project Arborist will assess surveyed trees in terms of species, diameter, crown radius, health and windthrow resistance, and identify high quality significant trees as priorities to preserve and protect. Consultant will coordinate with the Project Arborist throughout all phases of design to develop tree removal and protection recommendations. Consultant will schedule up to two (2) on-site meetings with the Project Arborist to review the tree assessment and discuss alternatives to inform the Design.

Deliverables

The project deliverables will include:

1. Tree inventory data and tree survey mark-up identifying significant trees.
2. Tree protection specifications.
3. Final tree inventory data including treatments to remove and retain trees.

Task 5 – Geotechnical and Pavement Investigation

Consultant or their sub-consultant shall perform a geotechnical investigation of the project site to assist the consultant in determining any groundwater levels and any retaining structures required as part of the project. Geotechnical investigation shall be developed in coordination with City's Project Manager.

Task 5.1 – Site Exploration

Site Reconnaissance

Consultant shall conduct a reconnaissance of the site. Consultant shall identify the geologic conditions at the project site, any geologic hazards present, and their impacts to the proposed project elements. Consultant shall locate the borings in the field during the reconnaissance.

The site reconnaissance shall include the following work:

- Identify site constraints and staging concerns (for exploration and construction).
- Identify exploration locations.

The site reconnaissance shall facilitate understanding of the site constraints for field explorations, construction, and traffic staging. Proposed boring locations will be staked or painted on the ground during this site visit and locates will be requested through the one-call utility notification center. Consultant will use a private utility locator to clear all boring locations prior to drilling.

Permitting

Consultant shall prepare and obtain all applicable ROW permit applications for the geotechnical explorations within the ROW.

Consultant assumes that all borings will be performed in grassy areas to the north of Miley Road therefore, no traffic control will be required for drilling. Consultant assumes that the locations for drilling will not require rights-of entry.

Subsurface Explorations

The Consultant shall complete one (1) boring to a depth of up to 40 feet for the stormwater outfall and three (3) borings to a depth of up to 15 feet for two and 20 feet for one for the stormwater pipe. The boring locations will be in the grassy areas to the north of Miley Road. The borings will be drilled using a track-mounted drill rig and will be advanced using mud rotary and hollow stem drilling techniques. The borings will be supervised and logged by a geologist or engineer during drilling. Consultant shall perform exploration work in accordance with Federal, State, and Local regulations.

Consultant shall install a vibrating wire piezometer with a datalogger into one of the three borings for the stormwater pipeline to understand the depth to groundwater. Consultant shall perform up to three (3) additional site visits to download the vibrating wire piezometer data.

Consultant shall perform up to two hand auger borings near the base of the proposed outfall in locations that are inaccessible for a drill rig. Hand auger borings will be dug to a depth of 8 feet or refusal.

Specific information regarding the explorations is shown below in Table 1, Boring Summary.

Table 1: Boring Summary

Boring	Purpose	Anticipated Depth (feet)	Day/Night	Drilling Technique
B-1	Outfall	Up to 50	Day	Mud Rotary
B-2	Stormwater Pipe Alignment	Up to 15	Day	Hollow Stem
B-3	Stormwater Pipe Alignment	Up to 15	Day	Hollow Stem
B-4	Stormwater Pipe Alignment	Up to 20	Day	Hollow Stem
HA-1	Base of outfall	Up to 8	Day	Hand Tools
HA-2	Base of outfall	Up to 8	Day	Hand Tools

Disturbed soil samples will be taken with a split-spoon sampler as part of the Standard Penetration Test (SPT). Relatively undisturbed specimens will be obtained with thin walled Shelby tubes, if fine-grained soils are encountered. The contractor will collect samples at 2.5-foot intervals to a depth of 20 feet and at 5-foot intervals below 20 feet. No rock coring is anticipated.

Assumptions:

- No work plan is required prior to commencing field work.
- The subsurface soil is not contaminated. No testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products.
- The drill cuttings and drilling mud will be collected in sealable steel drums and removed from the site.
- The boreholes will be abandoned backfilled in conformance with Oregon Water Resources Department regulations.
- No wells or instrumentation of any kind will be installed in the boreholes.

Laboratory Testing

Consultant shall perform laboratory tests on disturbed and undisturbed samples obtained from the explorations to characterize the subsurface materials, develop engineering soil parameters, to assist with determining engineering geologic unit boundaries, and to check field soil identification and description of the materials encountered. The laboratory testing program shall consist of some or all of the following tests:

- Up to 8 natural moisture content determinations (ASTM D2216);
- Up to 2 particle size analyses (ASTM D422); and
- Up to 1 plasticity index determinations (ASTM D4318).

Task 5.2 – Geotechnical Engineering and Reporting

Consultant shall provide design recommendations and construction considerations for the proposed project elements: one stormwater outfall and creek stabilization at the outfall. The engineering evaluation and analyses must be performed in general accordance with the most recent version of the AASHTO LRFD Bridge Design Specifications and the ODOT Geotechnical Design Manual.

Consultant shall perform evaluations for site preparation, excavation, cut and fill slopes, structural fill material, fill placement, compaction, and wet weather construction recommendations as needed

Consultant shall perform slope stability analyses along the stormwater channel near the outfall at one critical location to assess the need for improvement and mitigation alternatives in relation to the channel and outfall improvements.

If a retaining wall is required at the outfall location, consultant shall perform slope stability analysis for retaining wall for static and seismic cases. Consultant shall evaluate lateral earth pressures, bearing capacity, sliding resistance, and settlement.

Consultant shall perform evaluations and analyses to support proposed stormwater outfall foundation system. Work to be performed under this task includes:

- Evaluating foundation types for the proposed outfall structures

- Providing recommendations for the foundation design, estimate the foundation settlement and bearing capacities
- Providing lateral earth pressure and lateral load resistance recommendations
- Providing recommendations for site preparation, grading, drainage, and wet-weather earthwork procedures
- Providing recommendations for use and reuse of on-site soil and imported material for structural fill, and compaction criteria
- Providing excavation recommendations for the construction of the structure foundations

Consultant shall provide engineering recommendations for subgrade stabilization and bank stabilization for the improvements of the main storm channel and outfall area.

Consultant shall provide geotechnical related construction considerations.

Consultant shall provide conceptual evaluation and discussion of trench shoring and trench dewatering required for the installation of the stormwater pipeline alignment including trench excavation, backfill, and compaction recommendations.

Consultant shall prepare a Draft and Final Geotechnical Report in general accordance with the ODOT Geotechnical Design Manual. The Report must include:

- Summarize the results of the geotechnical engineering evaluation and design.
- Summarize laboratory testing and test results.
- Summarize design and construction recommendations.

Consultant assumes that a Geotechnical Data Sheet will not be required.

Deliverables

The project deliverables will include Draft and Final Geotechnical Report

Task 5.3 – Additional Geotechnical Explorations (CONTINGENCY)

Consultant shall perform additional geotechnical explorations to supplement the initial exploration, filling in gaps in the initial exploration or to respond to additional geotechnical recommendations required once other design phases have been advanced.

Consultant shall complete up to four (4) geotechnical borings, each up to 20 feet deep. This includes a second mobilization, private utility locator, and associated traffic control. Assumptions are the same as listed in the above subtask for geotechnical site exploration except these borings will be drilling in Miley Road, a Clackamas County ROW permit will be obtained, and traffic control will be required.

Laboratory testing will be performed on samples collected from the explorations.

This task includes additional analysis associated with the additional borings as well as issuing an updated report.

Task 5.4 – Pavement Design (CONTINGENCY)

Pavement Site Exploration

Consultant shall obtain ROW permit from Clackamas County to perform pavement cores and pavement borings in County ROW. Proposed pavement boring locations will be staked or painted on the ground

during this site visit and locates will be requested through the one-call utility notification center. Consultant shall hire a private utility locator to clear pavement boring locations.

Consultant shall perform visual pavement assessment in general accordance with ODOT's Good-Fair-Poor (GFP) Pavement Condition Rating Manual and Distress Survey Manual. The primary goal shall be to evaluate the existing pavement condition in support of the pavement design effort, as well as locate areas of severely distressed existing pavement to determine the cause of the distresses and to determine potential mitigation strategies. Pavement distress type, severity, and extent will be mapped in order to evaluate the overall pavement condition for the design section. The mapped locations will be referenced to stationing developed by the Consultant.

The pavement exploration program will include FWD testing, pavement coring, shallow borings, and Dynamic Cone Penetrometer (DCP) testing. FWD tests will be performed at 200-foot spacing in the outside wheel path of each travel lane to measure existing pavement and subgrade stiffness. The 200-foot test interval spacing will be offset by 100 feet between adjacent lines therefore a test will be performed for each 100 feet of roadway. Traffic control for the FWD testing will use a rolling single lane closure.

Consultant shall perform pavement exploration work in accordance with all Federal, State, and Local regulations. Consultant shall perform six (6) pavement cores with shallow borings up to 10 feet deep for pavement design. The pavement cores and borings shall be located in a manner to support FWD test back calculation and support the identification of "design areas" that exhibit similar conditions and/or require similar rehabilitation effort.

DCP testing will be performed in each pavement boring to supplement the FWD subgrade stiffness measurements.

Pavement Design

Consultant shall develop design parameters and up to two (2) pavement sections including inlay and full-depth reconstruction for an acceptable asphalt concrete pavement rehabilitation design to be used in this application for the existing roadway travel lanes. These designs will be based on the pavement visual survey, FWD testing, pavement cores and borings, and the DCP tests located on the existing roadway.

Pavement section design will be performed in general accordance with the current ODOT Pavement Design Guide, AASHTO Guide for Design of Pavement Structures, and applicable county requirements. Life cycle cost analysis is not included. Pavement design shall include and/or consider the following items:

- Evaluate subsurface conditions including groundwater level.
- Develop pavement design parameters. FWD and DCP results shall be used to correlate to existing subgrade resilient modulus.
- Provide FWD result summaries in graphical format.
- Identify "design areas" that include areas of similar pavement condition and/or pavement rehabilitation requirements.
- Develop flexible pavement section recommendations for full-depth reconstruction with design life of 30 years.
- Develop flexible pavement recommendations for rehabilitation (inlay) with a design life of 15 years.

- Recommendations for subgrade preparation for pavement reconstruction (both winter and summer construction).

Assumptions:

- Life cycle cost analysis is not included.
- Portland Cement Concrete (PCC) pavement is not included.
- Consultant will use provided traffic counts and traffic growth rate to compute the equivalent 18-kip single axle loads (ESALs) within the project limits as required for the pavement design analysis.

Pavement Design Report

Consultant shall prepare a draft Pavement Design Report. The report shall summarize the testing, results, recommendations, and conclusions. Consultant shall include the following in the draft Pavement Design Report:

- Description of the field exploration program;
- Laboratory testing results;
- Visual pavement assessment results and discussion;
- Summary of pertinent documents reviewed;
- Narrative of engineering evaluations, including assumptions and design parameters;
- Narrative of evaluation results and conclusions;
- Summary of pavement design recommendations;
- Construction considerations;
- Figures, including vicinity map, site and exploration plan showing bore/core, FWD, and DCP test locations, and plots of normalized FWD deflections;
- Appendices including:
 - Boring logs;
 - Laboratory test results;
 - Pavement core logs and photographs; and
 - FWD and DCP test results.

Consultant shall incorporate City review comments into the Final Pavement Design Report. Consultant shall submit the Final Pavement Design Report.

Task 6 – Wetland Delineation and Stream Function Assessment

The Consultant shall review existing wetland reports and conduct a site visit of the project's Area of Potential Impact (API) and delineate wetlands, streams, or ditches within the API. The wetland and waters delineation will be conducted in accordance with the routine onsite 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 (CRF) 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:

1. Obtain representative soil samples to assess hydric soil conditions and wetland hydrology.
2. Determine dominant vegetation for each cover class at these sampling locations.
3. Provide flags on site demonstrating wetland and water 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. Fish capture and/or diversions may also be required if determined during fieldwork and permitting phases.

The consultant will conduct an assessment of the stream using the Stream Function Assessment Method (SFAM). Prior to collecting data in the field, maps and other data will be assembled in the office to facilitate the field work. Consultant will visit the study area and collect the data that is required for SFAM. This data intensive methodology requires numerous measurements within the creek and its riparian area. The data collected in the field will be transferred from data forms into the SFAM Excel spreadsheet. The Excel spreadsheet will result in an assessment of four grouped functions and eleven specific functions of the creek. Consultant will collate the results in a table and describe the methodology and results in the Joint Permit Application. The electronic copy of the SFAM Excel spreadsheet will be given to DSL.

Deliverables

The project deliverables will include:

1. Wetland/water boundary flagging map
2. Stream Function Assessment
3. Draft & Final Wetland Delineation Report
4. Draft & Final Stream Assessment narrative
5. Concurrence Letter from DSL

Task 7.1 – Permitting (Phase 1)

Consultant shall obtain all necessary permits to complete the tasks identified in this scope of Work. Permit applications shall be submitted in a timely manner, and Consultant will be responsible for monitoring the issuance of permits for the proposed project. Consultant will be responsible for coordination with outside agencies and sub-consultants, which may include:

1. Joint permit for Army Corp of Engineers, Oregon DSL, Oregon DEQ.
2. Any environmental permitting, including NPDES #1200-C and 1200CA permits.
3. Local permitting requirements including City and Clackamas County.; Specifically, approval through Section 706 – Habitat Conservation Area District, Section 709 – Water Quality Resource Area District
4. Consultation with state and federal agencies, if required.
5. Archeological research/survey permitting, if required.

Deliverables

The project deliverables will include:

1. Identification of all permits and permit costs related to the project
2. Joint Permit application
3. Natural Resource Assessment (Section 706)
4. WQRA report (Section 709)
5. Application and monitoring of permits with monthly or weekly check-ins as needed
6. Final Permits issued to the City

Task 7.1.5 Cultural Resource Survey (Phase 1 and 2)

Consultant shall perform a cultural resource survey to meet project compliance with Section 106 of the National Historic Preservation Act for review by the U.S. Army Corps of Engineers and the State Historic Preservation Office (SHPO). All cultural resources work will be directed by professional archaeologists who meet the Secretary of the Interior's (SOI) professional standards for archaeology and architectural history and history (36 CFR 61, Appendix A). The survey will be conducted to meet federal review standards and Oregon SHPO guidelines. Consultant will be responsible for:

1. Archaeological survey
2. Historic Resource survey
3. Cultural resource reporting and documentation

Assumptions

1. The U.S. Army Corps of Engineers will take jurisdiction of the Phase 1 and Phase 2 project Area of Potential Effect (APE)
2. Up to 22 shovel tests will be excavated under SHPO permit
3. Up to 1 archaeological resource will be documented
4. Up to 10 artifacts will be collected for curation at the University of Oregon Museum of Natural and Cultural History (**Line Item**)
5. Up to 2 historic resources will be identified and documented in the APE
 - a. No historic resources will be eligible for listing in the National Register of Historic Places (NRHP)

Deliverables

The project deliverables will include:

1. Draft cultural resource survey report, including attachments (Section 106 Documentation forms and site forms, if required)
2. Final cultural resource survey report, including attachments (Section 106 Documentation forms and site forms, if required, SHPO report cover page, and spatial data)

1. Archaeological Survey

The purpose of this task is to establish presence or absence of archaeological sites in, or eligible for, the NRHP that may be in the APE for the Project. Consultant shall perform investigations that include pedestrian survey and shovel testing. Shovel testing in City and Clackamas County public land and right-of-way will require a SHPO permit, which AINW will obtain on behalf of you and the project. If an archaeological resource is identified during shovel testing in private land, the SHPO permit will be amended to include appropriate private parcels so that shovel tests can be excavated to delineate the resource.

Archaeological work done under a SHPO permit must be completed as legally required by the permit, which includes completing and submitting a report to SHPO and collecting and curating artifacts. Completing these requirements and obligations, taken on behalf of you, cannot be terminated even if the project is terminated.

Consultant shall excavate up to 22 shovel tests in the APE where ground visibility is low and in areas of high probability for archaeological resources, unless documented proof of previous fill or other artificial surface is available (e.g. as-builts or geo-morphological work for cut or fill locations).

Consultant shall prepare a SHPO site form for up to one (1) archaeological resource. The resource form will be appended to the cultural resource survey report and will be submitted to SHPO.

If artifacts are encountered during shovel testing under SHPO permit, they must be collected and curated at the University of Oregon Museum of Natural and Cultural History. AINW assumes that up to 10 artifacts may be identified during archaeological survey.

Depending on the type and extent of an identified archaeological resource, additional archaeological work beyond the scope of this document may be needed to delineate the resource and evaluate its eligibility for listing in the National Register of Historic Places (NRHP). If additional services are needed, Consultant shall coordinate with the appropriate agencies to determine the appropriate level of effort required.

2. Historic Resource Survey

Consultant shall conduct a historic resource survey of the APE to identify and document historic resources that may be impacted by the project. Consultant architectural historians will document up to two (2) historic resources (i.e., buildings, structures, sites, objects, and districts 45 years in age or older) that are within the APE delineated for the project. Each documented resource will be evaluated for eligibility to be listed in the NRHP using a Section 106 Documentation Form. The forms include a physical description, historical context, determination of eligibility, and finding of effect.

3. Cultural Resource Survey Report

Consultant shall prepare a Cultural Resource Survey Report that includes the results of the archaeological and historic resource surveys. The Report will include a detailed project description, background review, including the discussion of ethno-historic and historic context of APE and vicinity, results of SHPO database searches, map and aerial photograph review, and the results of the archaeological and historic resource surveys. The Report will be prepared to federal review standards and reporting guidelines of the Oregon SHPO.

Consultant shall provide a copy of the draft Report with SHPO site form and Section 106 forms to City for review. Consultant shall provide a final Report with SHPO site form, Section 106 forms, SHPO report coversheet, and Go Digital spatial data to the City to provide to USACE.

Task 7.2 – Permitting (Phase 2)

Consultant shall obtain all necessary permits to complete the tasks identified in this scope of Work. Permit applications shall be submitted in a timely manner, and Consultant will be responsible for monitoring the issuance of permits for the proposed project. Consultant will be responsible for coordination with outside agencies and sub-consultants, which may include:

1. Joint permit for Army Corp of Engineers, Oregon DSL, Oregon DEQ.
2. Any environmental permitting, including NPDES #1200-C and 1200CA permits.
3. Local permitting requirements including City and Clackamas County.
4. Consultation with state and federal agencies, if required.
5. Archeological research/survey permitting, if required.

The timing of permitting documents for Phase 2 construction depends on construction timing of the work, to be determined at a later date based on the availability of construction funds.

Deliverables

The project deliverables will include:

1. Identification of all permits and permit costs related to the project.
2. Application and monitoring of permits with monthly or weekly check-ins as needed.
3. Final Permits issued to the City.

Task 8 – Preliminary Engineering and Recommendation

Task 8.1 - After engineering studies and survey have been completed, the Consultant shall prepare a preliminary design memo with preliminary design figures. The Consultant shall provide the following items:

1. Preliminary design memo shall include discussion of project direction, conclusions from engineering studies, impacts to trees, permitting and any other important findings.
 - a. An evaluation of the general design solution presented in the SWMP and the viability of any alternative designs that meet the project needs and provide:
 - i. Cost savings to the City, and/or
 - ii. Reduce the disturbance to adjacent properties
 - b. An evaluation of viable trenchless methods of pipe construction and abandonment for limiting at-grade disturbances, constructability, and budget considerations.
 - c. An evaluation of outfall alternatives that provide bioengineered solutions to dissipate energy and alleviate scour/erosion concerns.
2. Preliminary design figures shall validate proposed horizontal and vertical alignment of storm sewer and highlight any potential existing utility crossings that could be in conflict and require coordination and relocation with the appropriate provider.
3. Receive City approval for major design assumptions.
4. Identify locations and quantity of likely ROW and easement acquisitions for the Project.
5. Identify permitting needs including timelines, costs, and any other requirements.
6. Prepare planning level cost estimates for construction of improvements.
7. Prepare preliminary cost estimates, legal descriptions, and exhibits for easements and/or land acquisition as required.

Deliverables

The project deliverables will include:

1. Preliminary design memo with engineering studies attached.
2. Preliminary design figures.
3. Planning level cost estimates for construction of improvements for both phases of construction.

Task 8.2 – WES Downstream Analysis (CONTINGENCY)

Consultant will analyze the hydraulics of the unnamed stream from the outfall from the Miley Road storm main to where it enters the Willamette River (length approximately 4000 feet). The downstream analysis is to fulfill the requirement of Water Environment Services Stormwater Standards Section 7.2.4. The outfall is located east of the I-5 freeway and north of Miley Road.

The analysis will model the expected rise in water level, if any, that would result from upsizing the Miley Road storm main pipe downstream of where it connects to the twin culverts east of Airport Road (the pipe design is in the existing scope).

The hydraulics will be evaluated using the latest release version of the US Army Corps of Engineers HEC-RAS software using a 2-dimensional (2D) mesh (more stable than the 1D model). The 2D model considers in-stream storage and culvert hydraulics. The general mesh size will be a default grid of 200-ft with smaller cells oriented along the waterway and edges aligned with significant high ground that would obstruct or redirect flow.

The 25-year design flow will be modeled for the local watershed together with a downstream constant boundary of the 10-year water level on the Willamette River (to be obtained from the Flood Insurance Profile for the City of Wilsonville).

WSP will model lateral inflow hydrographs to the creek from three areas downstream of the Miley Road storm main outfall: the tributary the crosses under Miley Road, inflow to the wetland between the outfall and I-5, and downstream of I-5. Hydrographs will be modeled using the Santa Barbara Urban Hydrograph (SBUH) method.

WSP will document the analysis in a draft technical memorandum submitted to the City for review. WSP will finalize the memorandum addressing City comments.

Deliverables:

- Draft technical memorandum documenting the downstream analysis
- Comment response matrix documenting how each City comment was addressed
- Final downstream analysis technical memorandum for submittal to Water Environment Services of Clackamas County
- Digital model files for flow hydrographs and hydraulic model

Task 9 – Utility Coordination

Consultant shall identify and locate utilities within the Project limits, initiate contacts with utilities, and coordinate relocations if necessary for the construction of the Project. Underground utilities will be potholed to verify location, material, size, and depth. Consultant shall schedule, attend, and document regular utility coordination meetings during design of the project.

Task 10 – Final Design and Bid Documents: 30%, 90%, and 100% Plans

Once Preliminary Engineering and design has been approved by the City, Final Design for the project may commence. The purpose of the final design is to prepare the final construction documents necessary to construct the required road improvements.

Task 10.1 – 30% Design Documents

Once the preliminary engineering and studies have been agreed upon by the Consultant team and the City, the Consultant shall prepare a preliminary set of 30% design plans and cost estimate. Plan sheets of the 30% plan set shall include, but not be limited to:

Phase 1:

1. Cover Sheet
2. Draft Legend & Construction Notes
3. Existing Conditions Plan
4. Draft Tree Removal and Protection Plan with Notes
5. Draft Demolition Plan
6. Draft Site Plan
7. Draft Utility Plan
8. Draft Grading Plan
9. Draft Storm Sewer Plan & Profile
10. Draft Storm Sewer Outfall Plan
11. Draft Bank Stabilization Plan
12. Project Specific Storm Sewer Details
13. Standard Details
14. Erosion Control Notes & Details
15. Erosion Control Plan

Phase 2:

1. Cover Sheet
2. Draft Legend & Construction Notes
3. Existing Conditions Plan
4. Draft Tree Removal and Protection Plan with Notes
5. Draft Demolition Plan
6. Draft Site Plan
7. Draft Utility Plan
8. Draft Grading Plan
9. Draft Storm Sewer Plan & Profile
10. Storm Sewer Connection Details (Plan & Profile)
11. Project Specific Storm Sewer Details
12. Standard Details
13. Erosion Control Notes & Details
14. Erosion Control Plan

The City will add 30% plan review comments to a comment log and to a copy of the plans. Consultant shall update comment log by providing a response to each comment and submit with the 90% construction documents.

Deliverables

The project deliverables will include:

1. Comment log for City to provide review comments.
2. 30% plan set in half-size (11"x17") and 22"x34" electronic (PDF) format for each design phase.
3. 30% Engineer's construction cost estimate, separated out by each design phase.

Task 10.2 – 30% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 30% design review meeting after receipt and review of City 30% review comments. Meetings may be held virtually or at Wilsonville City Hall. Up to four (4) consultant team members will attend.

Deliverables

The project deliverables will include:

1. Project team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 10.3 – 90% Design Documents

Consultant shall prepare a set of 90% design plans and cost estimate, incorporating comments from the 30% plans. Plan sheets of the 90% plan set shall include, but is not limited to:

Phase 1:

1. Cover Sheet
2. Legend & Construction Notes
3. Existing Conditions Plan
4. Tree Removal and Protection Plan with Notes
5. Construction Traffic Control & Access Plan
6. Erosion Control Plan
7. Demolition Plan
8. Site Restoration Plan (Landscaping)
9. Utility Plan
10. Grading Plan
11. Storm Sewer Plan & Profile
12. Storm Sewer Outfall Plan
 - a. Structural Details, if required.
13. Bank Stabilization Plan
14. Applicable City of Wilsonville, Clackamas County, and ODOT Detail Drawings
15. Project Specific Storm Sewer Details
16. Standard Details
17. Signing and Striping Plans
- 18.

Phase 2:

1. Cover Sheet
2. Legend & Construction Notes
3. Survey Control Plan
4. Existing Conditions Plan
5. Tree Removal and Protection Plan with Notes
6. Construction Traffic Control & Access Plan
7. Erosion Control Plan
8. Demolition Plan
9. Site Restoration Plan (Landscaping)
10. Utility Plan
11. Grading Plan
12. Storm Sewer Plan & Profile
13. Applicable City of Wilsonville, Clackamas County, and ODOT Detail Drawings
14. Franchise Utility Plan
15. Standard Details

16. Signing and Striping Plans
- 17.

Consultant shall prepare, in collaboration with City Project Manager, Project Special Provisions for each design package based on the City's current Public Works Standards and City Modifications to the ODOT Special Provisions. City will provide standard Wilsonville Special Provisions for inclusion in the project special provisions.

The City will add 90% plan review comments to a comment log and to a copy of the plans. Consultant shall update comment log by providing a response to each comment and submit with the 100% construction documents.

Deliverables

The project deliverables will include:

1. Updated comment log with Consultant responses to each comment review comments.
2. 90% plan set in half-size (11"x17") and 22"x34" electronic (PDF) format for each design phase.
3. 90% Project Special Provisions for each design phase.
4. 90% Engineer's construction cost estimate, separated out by each design phase.

Task 10.4 – 90% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for a two (2) hour 90% design review meeting after receipt and review of City 90% review comments. Meetings may be held virtually or at Wilsonville City Hall. Up to four (4) consultant team members will attend.

Deliverables

The project deliverables will include:

1. Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 10.5 – 100% Design Documents (Phase 1)

Following review of the 90% Design Plans, Consultant will make any revisions based on comments received from the City and re-submit the 100% Phase 1 Construction Documents, Phase 1 Project Special Provisions, and Phase 1 Engineer's Construction Cost Estimate to the City for bidding.

Deliverables

The project deliverables will include:

1. Updated comment log with Consultant response to each comment.
2. Final engineering plan set in full-size (22"x34") electronic (PDF) format digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
3. Final project special provisions.
4. Final bid schedule and bid item descriptions.
5. Final engineer's construction cost estimate.

Task 10.6 – 100% Design Documents (Phase 2)

Following review of the 90% Design Plans, Consultant will make any revisions based on comments received from the City and re-submit the 100% Phase 2 Construction Documents, Phase 2 Project Special Provisions, and Phase 2 Engineer's Construction Cost Estimate to the City for bidding. The scheduling of this task will be determined at a later date, as timing for construction of Phase 2 is further developed.

Deliverables

The project deliverables will include:

1. Updated comment log with Consultant response to each comment.
2. Final engineering plan set in both full-size (22"x34") and half-size (11"x17") electronic (PDF) format digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
3. Final project special provisions.
4. Final bid schedule and bid item descriptions.
5. Final engineer's construction cost estimate.

Task 11 – Bidding Assistance

The Consultant shall coordinate with City in the preparation of construction bid documents for each phase of construction. The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process. Consultant shall prepare response to potential construction contractor and supplier technical questions about the plans and specifications at the request of the City. Consultant shall review addenda necessary to clarify the construction bid documents upon request of the City.

After contract award, Consultant shall produce conformed construction documents by incorporating issued addenda from the bidding process and update project plans and project special provisions.

Deliverables

The project deliverables will include:

1. Written responses addressing technical questions during bidding process, as needed.
2. Construction bid document addenda review comments, as needed.
3. Conformed construction documents, including:
 - a. Plan set in full-size (22"x34") electronic (PDF) format
 - b. Special provisions in electronic (PDF) format

Task 12 – Construction Engineering (RESERVED)

The scope of work for Construction Engineering Services for Phase 1 and Phase 2 will be refined and finalized during negotiations at a later date.

Task 13 – Extra Work Item (CONTINGENCY)

Perform additional services to mutually agreed upon level of effort, which are not covered under the above tasks as directed in writing by the City's Project Manager. Contingency tasks for this project could include, but are not limited to:

- Revisions to permit application materials due to design changes
- Additional Public Involvement Support

- Additional permits/ support required for construction; such as Development review applications for additional private properties or a temporary staging area, Preparation of additional application materials reimbursable permit fees, Endangered Species Act compliance.
- Additional survey
- Additional Geotechnical Drilling
- Pre-bid meeting support
- Post 100% submittal comment resolution
- Provide additional changes requested by City reviewers beyond the review/resubmittals assumed in SOW
- Additional Utility Support

EXHIBIT B- RATES

Wilsonville Miley Road Stormwater Improvements																			
	WSP USA Inc.		AINW		Morgan Holten & Associates		PHS		Pacific Int.R-Tek		S&F Land Services		Shannon & Wilson		VacX		All Firms		
	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	
1	Project Management	1078	\$271,760		0	\$0	3	\$645		0	\$0		0	\$0		0	1081	\$272,405	
1.0E	Project Management	1078	\$271,760	0	\$0	0	\$0	3	\$645	0	\$0	0	\$0	0	\$0	0	\$0	1081	\$272,405
1.0E	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2	Public Engagement	366	\$53,046	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	366	\$53,046
2.1	Public Engagement	366	\$53,046	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	366	\$53,046
2.0E	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
3	Planning & Survey	36	\$31,298	0	\$0	0	\$0	0	\$1,942	0	\$35,545	620	\$79,144	0	\$0	0	\$25,005	633	\$165,024
3.1	Initial Research and Planning	36	\$19,308	0	\$0	0	\$0	0	\$1,938	0	\$0	44	\$7,064	0	\$0	0	\$0	140	\$38,397
3.2	ROW/Assessment/Log	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	120	\$16,272	0	\$0	0	\$0	120	\$16,272
3.3	Site/Topo/Design Survey	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	336	\$41,232	0	\$0	0	\$0	336	\$41,232
3.4	Pre-Construct Record of Survey	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	28	\$5,576	0	\$0	0	\$0	28	\$5,576
3.5	WET Downstream Analysis Survey (Contingency)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0,000	0	\$0	0	\$0	0	\$0,000
3.0E	Direct Expenses	0	\$12,000	0	\$0	0	\$0	0	\$7	0	\$35,545	0	\$0	0	\$0	0	\$25,005	0	\$27,037
4	Tree Evaluation	0	\$0	0	\$0	78	\$15,238	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	78	\$15,238
4.1	Tree Evaluation	0	\$0	0	\$0	78	\$15,210	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	78	\$15,210
4.0E	Direct Expenses	0	\$0	0	\$0	0	\$25	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	78	\$25
5	Subsurface Investigation	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	193	\$31,566	0	\$0	193	\$31,566
5.1	Site Exploration	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	63	\$10,486	0	\$0	63	\$10,486
5.2	Geotechnical Engineering & Reporting	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	120	\$23,430	0	\$0	120	\$23,430
5.3	Additional Geotechnical Exploration (CONTINGENCY)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	61	\$10,965	0	\$0	61	\$10,965
5.4	Pavement Design (CONTINGENCY)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	159	\$27,380	0	\$0	159	\$27,380
5.1 DE	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$17,647	0	\$0	0	\$17,647
5.2 DE	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5.3 DE	Direct Expenses (CONTINGENCY)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$15,986	0	\$0	0	\$15,986
5.4 DE	Direct Expenses (CONTINGENCY)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$17,133	0	\$0	0	\$17,133
5.0E	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
6	Wetland Delineation	0	\$0	0	\$0	0	\$0	108	\$15,176	0	\$0	0	\$0	0	\$0	0	\$0	108	\$15,176
6.1	Wetland Delineation	0	\$0	0	\$0	0	\$0	108	\$15,148	0	\$0	0	\$0	0	\$0	0	\$0	108	\$15,148
6.0E	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$28	0	\$0	0	\$0	0	\$0	0	\$0	0	\$28
7	Planning	216	\$46,872	311	\$49,463	0	\$0	280	\$41,077	0	\$0	0	\$0	0	\$0	0	\$0	807	\$137,412
7.1	Phase 1	144	\$31,248	311	\$48,316	0	\$0	280	\$41,070	0	\$0	0	\$0	0	\$0	0	\$0	735	\$120,634
7.2	Phase 2	72	\$15,624	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	72	\$15,624
7.0E	Direct Expenses	0	\$0	0	\$1,147	0	\$0	0	\$7	0	\$0	0	\$0	0	\$0	0	\$0	0	\$1,154
8	Public Engineering	1007	\$171,235	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1007	\$171,235
8.1	Preliminary Engineering	1007	\$171,235	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1007	\$171,235
8.2	WET Downstream Analysis (Contingency)	136	\$28,616	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	136	\$28,616
8.0E	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
9	Utility Coordination	124	\$24,652	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	124	\$24,652
9.1	Utility Coordination	124	\$24,652	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	124	\$24,652
9.2	Subtask name	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
9.0E	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
10	Final Design	3896	\$612,419	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	3896	\$612,419
10.1	30% Design	1782	\$276,628	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1782	\$276,628
10.2	30% Design Review Meeting	24	\$6,174	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$6,174
10.3	60% Design Documents	1358	\$215,194	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1358	\$215,194
10.4	90% Design Review Meetings	30	\$7,524	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	30	\$7,524
10.5	100% Design Docs P1	313	\$50,382	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	313	\$50,382
10.6	100% Design Docs P2	379	\$59,308	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	379	\$59,308
10.0E	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
11	Wetland Assistance	121	\$23,100	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	121	\$23,100
11.1	Bid Assistance	121	\$23,100	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	121	\$23,100
11.0E	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12	Construction Engineering (RESERVED)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.1	Meetings	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.2	Construction Surveying	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.3	Construction Administration	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.4	Construction Inspection	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.5	Post-Construction Monumentation	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.6	As-built Survey and Drawings	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12.0E	Direct Expenses	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
13	Extra Work Items (Contingency)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
13.1	(Contingency)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
13.0E	Direct Expenses	0	\$0,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0,000
Task Totals		8894	\$1,234,493	311	\$49,463	78	\$15,238	400	\$58,940	0	\$36,545	620	\$79,144	193	\$31,566	0	\$15,986	8394	\$1,341,277
Contingency Task Totals		136	\$28,616	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	358	\$166,800