

RESOLUTION NO. 3231

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BROWN & CALDWELL, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE BOECKMAN CREEK FLOW MITIGATION PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 7068).

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

WHEREAS, Brown and Caldwell was selected to provide engineering consulting services for CIP No. 7068 using the Direct Appointment Procedure provided by OAR 137-048-0200(1)(d) that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and,

WHEREAS, CIP No. 7068 includes two elements:

1. Boeckman Creek stream restoration work to provide fish passage which includes removing the existing culvert and flow control structure and associated massive grading, and
2. Mitigation for the resulting Boeckman Creek flow differential after removing the flow control structure; and,

WHEREAS, Council approved Resolution No. 3114 on February 22, 2024 that authorized a Professional Services Agreement with Brown and Caldwell, Inc. for engineering consulting services for element #2 above; and,

WHEREAS, Council approved Resolution No. 3103 on August 5, 2024 that authorized a first Amendment for engineering consulting services, adding element #1 above to the Brown and Caldwell, Inc. Professional Services Agreement; and,

WHEREAS, the City Manager authorized on December 2, 2025 a second Amendment with Brown and Caldwell for additional engineering consulting services for element #1 above in the amount of \$57,000; and,

WHEREAS, the City conducted contract negotiations with Brown and Caldwell to develop the Scope and Fee for construction administration services of elements #1 and #2 above that are

found to be acceptable and appropriate for the services to be provided, which requires a third amendment to the agreement authorized by Resolution No. 3114; and,

WHEREAS, Resolution No. 3231 authorizes this third amendment.

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

Section 1. 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, the Third Amendment to the Professional Services Agreement with Brown and Caldwell for a not-to-exceed amount of \$248,074 which is substantially similar to that presented in Exhibit A attached hereto.

Section 2. In order to allow future minor contract amendments, if needed, to occur without having to come back to City Council, the authorized Professional Services Agreement contract total is hereby adjusted up to \$1,667,351, allowing for continued Contracting Agency approval of contract amendments that exceed this adjusted amount by twenty-five percent (25%) in accordance with City Code requirements.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of April, 2026, and filed with the Wilsonville City Recorder this date.

Signed by:
Mayor Shawn M. O'Neil
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Shawn O'Neil, Mayor

ATTEST:

DocuSigned by:
Kimberly Veliz
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. Third Amendment to Contract No. 242210, Professional Services Agreement for Ash Meadows Flow Mitigation Project, CIP No. 7068

RESOLUTION NO. 3231

EXHIBIT A

Contract No. 24221-3

CIP No. 7068

**CITY OF WILSONVILLE
THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

Boeckman Creek Flow Mitigation Project

This Third Amendment to Professional Services Agreement (“Third Amendment”) is effective on _____ (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Brown and Caldwell, Inc.**, a California corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on April 8, 2024, relating to what is referred to in the Agreement as the “Ash Meadows Flow Mitigation Project”, but which has since been renamed as the “Boeckman Creek Flow Mitigation Project” (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with Consultant on August 12, 2024; and

WHEREAS, the City entered into a Second Amendment to Professional Services Agreement (“Second Amendment”) with Consultant on December 2, 2025; and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described (“Additional Services”); and

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

WHEREAS, Consultant is prepared to provide such Additional 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

The Agreement is amended as follows:

Section 1. Additional Services to be Provided

Consultant will perform the Additional Services for the Project, as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein, pursuant to all original terms of the Agreement, except as modified herein.

Section 2. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed **Two Hundred Forty-Eight Thousand Seventy-Four Dollars (\$248,074.00)**, for performance of the Additional Services (“Third Amendment Compensation Amount”) which, when totaled with the Total Compensation Amount from the Second Amendment, equals a total not-to-exceed amount of **One Million Six Hundred Sixty-Seven Thousand Three Hundred Fifty-One Dollars (\$1,667,351.00)** for the performance of the Services and Additional Services (“Total Compensation Amount”). The term “Total Compensation Amount,” as defined in the Second Amendment, is hereby deleted and replaced with the term “Total Compensation Amount” as defined above. Consultant’s estimate of time and materials is attached hereto as **Exhibit B** and incorporated herein by reference.

Section 3. All Other Terms

All of the other terms and conditions of the Agreement, First Amendment, and Second Amendment shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this Third Amendment.

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

CONSULTANT:

CITY:

BROWN AND CALDWELL, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

As Its: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

dir/boeckman creek/flow mitigation/ash mdws flow mitig/doc/3rd amd psa ash mdws flow mitig~brown-caldwell (n3).docx #24221-3

EXHIBIT A

PROJECT UNDERSTANDING

The Brown and Caldwell (BC) Team will provide Professional Services during Construction related to the Ash Meadows (Schedule A) and Boeckman Creek Restoration (Schedule B) project. The BC Team, which includes subconsultant team members, will provide the following services:

BC: Project Management, Subcontractor Coordination (Schedule A and B), Site Civil, Stormwater Infrastructure, and Structural (Schedule A)

KPFF: Maintenance of Traffic Plans, Utility Coordination, Roads (Schedule A); Site Civil, Grading, Erosion and Sediment Control (Schedule B),

Waterways: Stream Restoration (Schedule B)

Greenworks: Landscaping and Irrigation (Schedule A and B)

Haley and Aldrich: Geotechnical Engineering (Schedule A and B)

Pacific Habitat Services: Permitting, Migratory Bird Act, and Fish Salvage (Schedule A and B)

Morgan Holen: Arborist Services (Schedule A and B)

BC understands that the City will provide daily construction inspections; manage the intake of all City Contractor requests for information, submittals, and questions; provide schedule management, requests for payment; and manage all other construction-related documents provided by the City's Contractor. The City is responsible for all approvals of construction-related documents. Additionally, BC understands that the City will be responsible for scheduling, leading, and documenting the outcome from all construction meetings throughout the construction period.

SCOPE OF SERVICES

Brown and Caldwell and subconsultant team (BC Team) will provide Professional Services during Construction to support the City with construction related services for the Ash Meadows and Boeckman Creek Restoration project. This scope includes project management, construction administration, additional construction services, and contingency services.

Phase 001 – Project Management

BC will provide coordination between the City and BC's subcontractors. This task includes typical aspects of project management and administration for the duration of this scope of services (April 1, 2026 – January 1, 2027) in alignment with Phase 001 of Contract No. 242210.

Phase 026 – Construction Administration

The BC Team will provide construction administration services for the duration of this scope of services, with majority of the effort assumed to be performed within a 6-month period (May 1 through October 31, 2026). BC assumes a supporting role for the coordination and tracking of all reviews and responses with the Contractor and that the City will be the primary point of contact throughout construction.

Task 1 – Meetings and Support Services

This task includes coordination/correspondence with the City and the chosen Contractor during construction as required to support the facilitation of this project. It is assumed that only one (1) round of review and comment on the following items are included unless specifically noted:

- Review and comment on construction schedule.
- Review and comment on schedule of values.
- Review and comment on submittal schedule.
- Review and comment on documentation received from the Contractor as requested by the City (up to 3 additional documents).

Additionally, the BC Team will attend virtual construction-related meetings with the City and the City's contractor to review progress, schedule, and field orders. BC assumes these meetings will be coordinated, scheduled, and meeting minutes will be prepared by the City. Virtual meetings are assumed to be 1 hour on average with the following meetings assumed for each of the BC Team members:

The following is assumed for each BC Team member:

BC: Includes up to 10 virtual meetings, 1 hour on average.

KPFF: Includes administrative tasks associated with the scope of services. Assumes up to 10 virtual meetings, 1 hour on average.

Waterways: Includes administrative tasks associated with the scope of services. Assumes up to 10 virtual meetings, 1 hour on average.

Greenworks: Includes administrative tasks associated with the scope of services. Assumes up to 4 virtual meetings, 1 hour on average.

Haley and Aldrich: Includes administrative tasks associated with the scope of services. Assumes up to 4 virtual meetings, 1 hour on average.

Kick-off and close-out meetings are assumed to be on-site and in-person and are included in Task 2 – Site Visits.

Task 2 – Site Visits

The BC Team will conduct site visits to review construction progress and discuss questions with the construction team. Labor provided for this task includes travel time to and from the site and any time needed to follow-up on items with the City or contractor as needed.

The BC Team assumes that Ash Meadows (Schedule A) and Boeckman Creek Restoration (Schedule B) projects will be constructed concurrently and the site visits specified below can be used for one or both project areas. Each site visit assumes on average a 4-hour duration per staff, including travel time to and from site, time on site, and site observation summaries. Site visits will be requested by the City. The BC Engineer of Record will attend the project closeout site inspection in-person with travel time included. The BC Team assumes a City representative will accompany any team members for the duration of each site visit.

The following in-person site visits are assumed for each BC Team member:

BC: Assumes up to 7 site visits to include the following:

- Pre-construction meeting (1 visit, 1 staff)
- Installation of outlet structure grate (1 visit, 1 staff)
- Installation of culvert (1 visit, 2 staff)

- Pouring of concrete headwall (1 visits, 1 staff)
- Progress inspection (2 visits, 1 staff)
- Project closeout site inspection (1 visit, 2 staff)

KPFF: Assumes up to 6 site visits to include review of project progress. Pre-construction meeting, utility relocation, grading extents, and project closeout site inspection are assumed as minimum visits.

Waterways: Assumes up to 11 site visits for the following possible milestones:

- Pre-construction meeting (1 visit, 2 staff)
- Temporary Water Management System Installation (1 visit, 1 staff)
- Stream Simulation Material Construction (2 visits, 1 staff)
- Engineered Streambed Material Construction (2 visits, 1 staff)
- Fabric Encapsulated Soil Lift Construction (1 visits, 1 staff)
- Log Structure Construction (1 visits, 1 staff)
- Beaver Dam Analog Structure Construction (1 visits, 1 staff)
- Substantial Completion Site Inspection (1 visit, 2 staff)
- Project Closeout Site Inspection (1 visit, 2 staff)

Greenworks: Assumes up to 4 site visits to discuss issues, review progress and installation, and document the status in a site observation summary. Includes travel time and time to prepare summaries. Scheduled visits include:

- Pre-construction meeting (1 visit, 2 staff)
- Irrigation Open Trench and Pressure Test Inspection (1 visit, 2 staff)
- Plant Material Arrival and Landscape Installation (1 visit, 2 staff)
- Final Landscape Area and Irrigation Performance Inspection (1 visit, 2 staff)

Haley and Aldrich: Assumes up to 5 site visits to observe geotechnically relevant conditions during construction such as evaluation of un-anticipated subsurface conditions, culvert foundation subgrade preparation, evaluation of unanticipated subsurface conditions, slope preparation, embankment subgrade preparation, and drainage features installation. Site visits are estimated to require up to 4 hours of on-site time, plus 2 hours of travel and office preparation time for 1 staff member and office support.

During site visits, the BC Team can support the discussion and decision-making process. However, the BC team will not authorize deviations from the contract documents without the City's approval. All Contractor direction and approvals are assumed to come from the City. Site observation logs and photos will be compiled from all site visits, twice monthly, and provided to the City post-site visit within 1 week of the site visit (12 total). BC assumes the City will provide a daily inspection report form for compiling site observation notes and photos.

Task 2 Deliverables:

- 12 Site Observation Note Summaries (Jpeg, PDF)

Task 3 – RFIs and Response to Contractor Questions

As a part of the construction administration services, the BC Team will provide support to the City on any Contractor deliverables. Each BC Team member will support or provide interpretations and/or clarifications for the contractor to address RFIs including design clarification needs, and/or specific contractor questions. BC assumes the City will be responsible for the following:

- Track and manage the receipt of all RFIs.
- Direct RFIs to appropriate BC Team members (via email or other cloud-based Tool).
- Review responses from BC Team members, compile responses to the Contractor, and provide approvals.
- Document RFI receipt and responses in a shared folder location for all BC Team members to access.

Review of each RFI assumes no more than 2 hours of effort including time to respond. It also assumes that no more than 2 re-submissions of RFIs will be required and an additional 2 hours of effort for re-review and response is included. BC will provide a response to each RFI within 7 business days of receipt. The following RFIs are assumed to apply to each BC Team member:

BC: Provide interpretations and/or clarifications of the civil, erosion and control plans, or structural portions of the work for up to 10 RFIs, design clarifications, and/or contractor questions.

KPFF: Provide interpretations and/or clarifications of the civil portions of the work for up to 10 RFIs, design clarifications, and/or contractor questions.

Waterways: Provide interpretations and/or clarifications of the stream restoration portions of the work for up to 4 RFIs, design clarifications, and/or contractor questions.

Greenworks: Provide interpretations and/or clarifications of the landscaping and irrigation portions of the work for up to 10 RFIs, design clarifications, and/or contractor questions.

Haley and Aldrich: Provide interpretations and/or clarifications of the geotechnically relevant portions of the work for up to 4 RFIs, design clarifications, and/or contractor questions.

Task 3 Deliverables:

- RFI Responses (PDF)

Task 4 – Submittals and Shop Drawing Reviews

As a part of the construction administration services, the BC Team will provide support to the City on any Contractor deliverables. Each BC Team member will review submittals and specified shop drawings and provide comments for revision or approval. BC assumes the City will be responsible for the following:

- Manage the receipt of all submittals and shop drawings.
- Track all submittals and shop drawings received, direct to appropriate BC Team members (via email), review responses from BC Team members, compile responses to the Contractor, provide approvals.
- Document submittal and shop drawing process in a shared folder location for all BC Team members to access.

Review of each submittal or shop drawing submittal assumes BC Team members spend no more than 2 hours of effort including time to respond. An additional 2 hours of effort for re-review and response is included. BC will provide a response to each within 7 business days of receipt.

BC assumes the City will be responsible for the following submittals:

1. Erosion and sediment BMP materials and plan
2. Turbidity monitoring
3. Excavation and fill materials, including trench backfill, riprap, and geotextile
4. All storm drain pipes and valves
5. Traffic control plans and traffic barriers.

The following Submittals are assumed for each BC Team member with assumed number of submittals and re-reviews noted:

BC: Assumes up to 10 submittals will be reviewed and responses will be prepared. Submittals include temporary water control and bypass plan, pre-cast concrete structures materials, calculations, and shop drawings for the culvert and inlets; aluminum plates and grating materials, calculations, and shop drawings; orifice plate materials and shop drawing; aluminum stop logs materials and shop drawings; and structural related items including concrete mix design reinforcement, grout mix, hydrophilic waterstop, joint sealant, calculations, and shop drawings. Up to 2 re-reviews assumed.

KPFF: Assumes up to 5 submittals will be reviewed and responses will be prepared. The following submittals are assumed: water (for water pipe relocation), earthwork/aggregate, concrete roadway, jointing plan (shop drawing), and permanent striping. Up to 2 re-reviews assumed.

Waterways: Assumes up to 8 submittals for the stream restoration scope of services with 4 reviews of re-submittals.

Greenworks: Assumes up to 6 submittals for the landscaping scope of services with 2 reviews of re-submittals.

Haley and Aldrich: Assumes review and response of up to 4 geotechnically relevant contractor submittals and up to 4 daily field reports. Up to 2 re-reviews assumed.

The BC Team assumes the Contractor will supply adequate information in the submittals for review and approval.

Task 4 Deliverables:

- Submittal Responses (PDF)

Task 5 – Change Orders

The BC Team will provide review and support to the City for up to 3 change orders. The BC Team assumes the City will manage and track all change orders and will compile the final response to the Contractor. This assumes the Contractor will supply adequate information in the change order request. Up to 12 hours of staff time per change order is assumed for each of the BC Team members (BC, KPFF, Waterways, Greenworks, and Haley and Aldrich).

Task 5 Deliverables:

- Up to 3 change order review and responses (PDF)

Task 6 – Utility Coordination

Communication with existing utilities will be provided if requested by the City. Assumes up to 8 hours for BC and 8 hours for KPFF.

Task 6 Deliverables:

- No deliverables

Task 7 – Record Drawings

Upon completion of construction, the BC team will prepare record drawings based on the Contractor provided information. Record drawings will be prepared in accordance with BC's CAD standards. Creation of record drawings for civil and structural work will use contractor-provided as-builts. It is assumed that the Contractor will provide 1 clean, red-lined, electronic (PDF), full-size set of drawings which incorporates the deviations from the conformed documents.

The appropriate BC Team member will sign and date the record drawings with the following statement provided:

These Record Drawings were prepared to the standard and customary level of detail, based on third party construction records provided by the City field inspector and Contractor, as well as post-construction survey data provided by KPFF (field visit(s) DATE), and should not be solely relied upon for exact dimensions and features, unless independently field verified. Accuracy should be confirmed in the field by the user of these plans. Brown and Caldwell make no representations or warranties regarding accuracy or content.

Engineer or Landscape Architect professional seals will not be applied to record drawings.

Task 7 Deliverables:

- Digitalization of Contractor provided as-built drawings (CAD, PDF)

Task 8 – Project Closeout

The BC Team will assist the City with project closeout activities including review of final inspection documentation and providing a post-construction survey to be used for permitting services.

Subtask 8.1 - Final Inspection Review

BC assumes that the City will provide a signed final completion form for construction close-out. The BC Team will review the final inspection documentation and project correction list provided by the City. One (1) compiled response document will be provided to the City. Permit close-out activities are provided under Phase 027, Task 3.

Subtask 8.2 - Post Construction Survey

Upon construction completion, the BC Team will provide post-construction topographic survey of constructed features for both Schedule A and Schedule B project areas. BC assumes this survey will not be provided to the Contractor for their use and will include a limiting statement noting that the BC Team

makes no representations or warranties regarding the accuracy or content of the constructed features. The Contractor is responsible for all as-built conditions. Services include the following:

Schedule A:

- Recover and perpetuate project control.
- Constructed features in areas shown in Figure below with dashed lines representing survey extents.

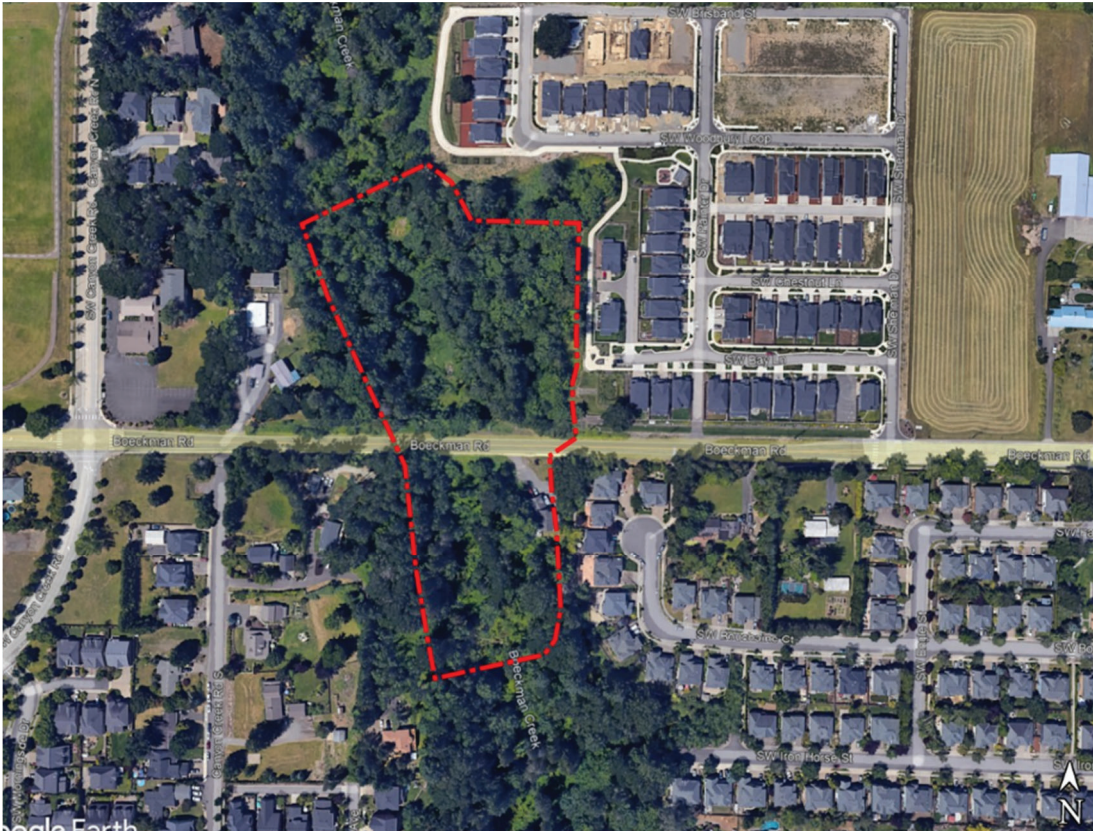


Schedule B:

- Field control and stream survey:
 - Establish horizontal and vertical control
 - Horizontal datum will be based on Oregon Coordinate Reference System (OCRS).
 - Vertical datum will be based on NAVD88
 - Map thalweg of Boeckman Creek within limits shown on project area as shown below.

- Drone Survey:
 - Establish aerial targets.
 - Prepare flight mission plan, ground crew, and safety procedures.
 - Complete flight mission.
 - Process and create photo mosaic of the approximate 12-acre site as shown below.
 - Prepare a Civil 3D file for design team to use for record drawings based on a 1 foot contour and aerial image background.

The project extents of Schedule B are as follows:



Task 8 Deliverables:

- 1 compiled comment response to final inspection documents (PDF)
- Civil 3D contour map and aerial photo (CAD)

Phase 027 – Additional Services

Task 1 – Migratory Bird Act Compliance

Pacific Habitat Services must be notified by the City 1 week prior to vegetation removal to conform to the migratory bird act.

Before vegetation clearing, PHS ornithologists will survey the proposed vegetation removal areas for active bird nests. All vegetation that will be removed will be searched for active nests. Tree canopy, snags, and other tall vegetation will be searched using binoculars. All birds in the project vicinity will be

observed for evidence of nesting behaviors. If nests are found, the locations of the nests will be marked and mapped on a plan of the site, so the nest can be avoided during work on the site. If no nests are found, PHS will prepare a brief memorandum stating that the project follows the MBTA. If additional survey is needed, Phase 028, Task 2 can be authorized in writing by the City.

Task 1 Deliverables:

- Technical Memorandum (PDF)

Task 2 – Fish Salvage

Upon installation of the dewatering measures for Schedule B and prior to dewatering these delineated areas, the BC Team will apply for and obtain a Scientific Take Permit from the Oregon Department of Fish and Wildlife (ODFW). PHS must be notified by the City 2 weeks after dewatering measures are put in-place, but before dewatering occurs. The following activities will be provided:

Obtain Scientific Take Permit and Prepare Fish Salvage Report: PHS will apply for and obtain a Scientific Take Permit (STP) from the Oregon Department of Fish and Wildlife (ODFW). A valid STP is required by ODFW for any fish salvage activities conducted within the state. The permit application will require detailed information describing the project, as well as the size and location of the isolation area and numbers of each species of fish anticipated to be captured during the fish salvage activities. Following completion of the in-water salvage work, PHS will prepare and submit a final report to ODFW describing the results of the fish removal effort, as required by the conditions of the STP.

Conduct Fish Salvage: Using a Smith-Root electro-shocker and a seine, PHS biologists will remove all fish from the isolated in-water work areas. As the fish are removed, they will be counted and their species noted. All fish will be released downstream of the isolation area.

Task 2 Deliverables:

- Scientific Take Permit (PDF)
- Fish Salvage Report for ODFW (online)

Task 3 – Construction Permitting Services

This task will include professional services required by the United States Army Corps of Engineers (USACE) and Oregon Department of State Lands permits. One submittal to each agency with both Schedule A and Schedule B is included, following project close-out activities. The post-construction survey, completed in Phase 026, Task 8, will be used by the BC permitting team.

Task 3 Deliverables:

- Forms as required by permits (PDF)

Task 4 – Arborist Services

Morgan Holen will provide on-call consulting arborist services during construction to respond to City or Contractor questions; monitor and document tree protection measures; and provide on-the-ground assistance as needed. Up to 30 hours of on-call support is assumed. Each site visit (up to 4) includes a tree protection monitoring report in spreadsheet format.

Task 4 Deliverables:

- Tree Protection Monitoring Reports (Excel)

Task 5 – Settlement Monitoring

Haley and Aldrich will provide on-call geotechnical engineering services to review and process settlement monitoring survey data. The data will be collected by the Contractor and provided to the BC Team for review. If data is insufficient, or settlement is observed to be greater than the allowable tolerances, Haley and Aldrich will notify the City inspector immediately. Any follow-on services required as a result from this delay can be provided for an additional fee upon request. The BC Team assumes the City will provide the final determination as to whether construction should stop immediately. Settlement plots will be developed from the data and distributed to the project team on a weekly basis during construction activities at Boeckman Creek. This task assumes 10 weeks of monitoring during soil excavation activities.

Task 5 Deliverables:

- 10 Settlement plots (PDF)

Task 6 – Environmental Soil Sampling Review

Haley and Aldrich will provide on-call geotechnical engineering and environmental support services to support requirements under Section 00330 Earthwork (00330.60) of the bid documents. Review of analytical test results of soil samples provided by the Contractor to the City to confirm clean soil removal and disposal for both Schedule A and B project areas. A total of 32 hours is assumed for review of 12 analytical test results.

If analytical testing of soil indicates the soil is impacted by contaminants at concentrations greater than Clean Fill Standards, Haley & Aldrich will provide supporting documentation and prepare a memorandum for obtaining a ‘beneficial use determination (BUD)’ from the Oregon Department of Environmental Quality. The BC Team assumes the City will request this additional effort in writing prior to initiating this optional task. A total of 24 hours is assumed for Haley and Aldrich.

Task 6 Deliverables:

- 12 Written recommendations based on soil sampling results (email)
- Optional: Development of BUD memorandum (PDF)

Phase 028 – Construction Services Contingency

The BC Team can provide additional services on a time and materials basis if requested by the City. Services under Task 6 contingency are defined as those that are not specifically identified under the scope of services or those that are required as a result of unforeseen circumstances that arise during the permitting or construction process.

Task 1 - As-Needed Construction Services

Services may include:

- Services beyond the scope of services.
- Services beyond the time schedule set forth under each Phase.

- Services related to re-designing plans, or re-bidding contracts due to no fault of the Engineer or Professional.
- Services related to revising drawings and specifications as a result of requested material or equipment substitutions made by the Contractor.
- Additional or extended services made necessary by defective, negligent, or delayed work by the City's construction contractor or others.
- Additional or extended services during construction made necessary by the acceleration of the progress schedule.
- Additional site visits as requested by the City inspector.

Task 2 - Additional Migratory Bird Survey

If active nest(s) of migratory birds are found during the original survey, PHS will return to the site the following week to monitor the status of the nest(s). If no active nests are found during the survey, PHS will prepare the memo as described in Task 1. If active nests are found, PHS will conduct up to 3 follow-up surveys.

A budget of \$20,000 is held under contingency for Task 1 and \$11,290 for Task 2. If authorized in writing by the City, this budget can be used for services at the request of the City for BC or subconsultants. Task deliverables will be defined as part of the written request for contingency approval and agreed upon with the City prior to authorizing contingency.

PROJECT SCHEDULE

A detailed project schedule will be provided within 10 days of Notice to Proceed. The overall project schedule is assumed to have a Notice to Proceed by April 30, 2026. All professional services under this scope will be completed by January 1, 2027. Phase 026 Construction Administration services will be completed between May 1 and October 31, 2026 or a duration of 6 months.

EXCLUSIONS

The following services are excluded from this scope of services. If required, these services could be provided under an amendment or contingency:

- Geotechnical engineering services – including investigations, reports, analyses, and related design or construction services or recommendations unless explicitly noted in this scope of services.
- Testing and Inspection Services – including concrete testing materials sampling or special inspections unless explicitly noted in this scope of services.
- Construction means and methods, including dewatering, diversion, temporary shoring, safety, utility location or protection.
- Mechanical, electrical, or design including pumps, valves, control systems, or utility relocations.
- Boundary surveying services.
- No public participation meetings are included in this scope of services.
- No concrete breaking, testing, or observation of these services is included.
- Design and inspection services beyond this scope of services are not included.

ASSUMPTIONS

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

- BC does not guarantee the performance of the City’s Contractor and shall not assume liability in any respect for the construction of the project.
- The presence or duties of the BC Team at the construction site, whether as an on-site representative or otherwise, do not make the BC Team in any way responsible for those duties belonging to the City or City’s Contractor.
- Approval of all construction methods, means techniques, sequences, RFIs, submittals, change orders, and any other procedures necessary for coordinating and completing all portions of the construction work, in accordance with the conformed documents, are the responsibility of the City.
- Approval of any health and safety precautions required by the construction work, is the responsibility of the City.
- The City will manage the construction schedule and will notify the BC Team of requested site visits 5 days prior to mobilization, unless agreed upon between the City and the BC Team.
- Unless specifically noted, all permit fees and agency charges will be paid by the City or City Contractor.
- Scope of services assume that Schedule A and Schedule B construction will happen concurrently.
- The City’s Contractor will isolate the in-water work areas from the flowing creek channels for fish salvage services.
- Daily inspection services will be provided by the City.
- The City will lead all meetings and will prepare agendas and meeting note summaries.
- The City will provide a shared location for all BC Team members to access during the scope of services term.
- Review of shop drawings and submittals shall be for general conformance with the requirements of the conformed documents. Such reviews shall not relieve the City’s Contractor from its responsibility for performance in accordance with the contract, nor is such review a guarantee that the work covered by the shop drawings and submittals is free from errors, inconsistencies, or omissions.

EXHIBIT B

FEE PROPOSAL

Fees for the services outlined in this proposal can be completed on a time and materials basis for a not to exceed fee of \$398,521. The budget includes a 5% mark-up on subcontractor labor. Other direct costs are included as expenses. If authorized by the City, the remaining authorized budget from Contract No. 242210, CIP No. 7068 executed on April 8, 2024 (\$82,897) as of March 26, 2026 and the remaining unauthorized contingency (\$67,550) as of March 26, 2026 will be applied to this fee proposal. With these figures re-allocated to the construction services budget (represented by the scope of services herein), the fees for the services outlined in this proposal can be completed on a time and materials basis for a not to exceed fee of **\$248,074**.

Phase	Phase Description											BROWN AND CALDWELL			KPFF	Greenworks	Waterways	Haley & Aldrich	Pacific Habitat Services	Morgan Holen
		AA	PM	PA	Biller	Project Engineer	Civil EOR	Civil SME	CAD Designer	Struc EOR	Struc SME	Total Labor Hours	Total Labor Effort	Total Expenses	Total Effort	Total Effort	Total Effort	Total Effort	Total Effort	
	FY26 rates aligned with rate table	\$288	\$265	\$110	\$150	\$168	\$225	\$265	\$150	\$225	\$265									
001	Project Management April - December 2026	5	27	18	18	0	0	0	0	0	0	68	\$ 13,275	\$ -	\$ -					
026	Construction Administration	0	28	0	0	10	112	48	40	48	10	296	\$ 66,470	\$ 1,700	\$ 82,200	\$ 21,532	\$ 32,633	\$ 29,873	\$ -	
027	Additional Services	0	8	0	0	0	8	0	6	0	0	22	\$ 4,820	\$ -	\$ -	\$ -	\$ -	\$ 15,898	\$ 78,913	
	1.0 Migratory Bird Act Compliance		1				1					2	\$ 490						\$ 18,740	
	2.0 Fish Salvage		1				1					2	\$ 490						\$ 42,816	
	3.0 Construction Permitting Services		4				4		6			14	\$ 2,860						\$ 17,357	
	4.0 Arbores Services		1				1					2	\$ 490						\$ 6,000	
	5.0 Settlement Monitoring																\$ 2,063			
	6.0 Environmental Soil Sampling Review		1				1					2	\$ 490				\$ 13,835			
028	Contingency												\$ 20,000	\$ -	\$ -				\$ 11,290	
	1.0 As-Needed Construction Services												\$ 20,000							
	2.0 Additional Migratory Bird Survey												\$ -						\$ 11,290	

BC Labor	\$ 84,565
KPFF Total	\$ 82,200
GW Total	\$ 21,532
WW Total	\$ 32,633
HA Total	\$ 45,771
PHS Total	\$ 78,913 (does not include contingency labor)
PHS Total	\$ 9,000
5% sub-mark-up	\$ 13,352
BC Expenses	\$ 1,700
Contingency	\$ 31,855 (includes 5% mark-up on PHS fee)
Total	\$ 398,521
\$ 82,897	Deduct Remaining Authorized Budget as of 03.26.26
\$ 67,550	Deduct Remaining Un-Authorized Contingency as of 03.26.26
Grand Total	\$ 248,074

Summary of Account (3/26/26)

BC Task	Title	Budget	Total Invoiced to		Remaining Task Budget	Percent Complete	Remaining Authorized Contract Budget Roll-Over to PSA Amendment #3 Task	Remaining Authorized Contract Budget Roll-Over to PSA Amendment #3 Task
			Date				001	26, 27, 28
001	Project Management	\$ 125,812.00	\$ 112,809.13	\$ 13,002.87	89.66%	\$ 13,002.87	\$ -	
002	Topographic and Utility Survey	\$ 168,006.00	\$ 162,971.64	\$ 5,034.36	97.00%	\$ -	\$ 5,034.36	
003	Geotechnical Engineering Services	\$ 72,571.00	\$ 70,065.20	\$ 2,505.80	96.55%	\$ -	\$ 2,505.80	
004	Cultural Resource Services	\$ 27,966.00	\$ 27,964.50	\$ 1.50	99.99%	\$ -	\$ 1.50	
005	Tree Assessment and Arborist Service	\$ 16,590.00	\$ 7,714.07	\$ 8,875.93	46.50%	\$ -	\$ 8,875.93	
006	Utility Coordination Services	\$ 47,962.00	\$ 44,079.02	\$ 3,882.98	91.90%	\$ -	\$ 3,882.98	
007	Roadway Design and TCP	\$ 63,662.00	\$ 63,661.52	\$ 0.48	100.00%	\$ -	\$ 0.48	
008	Permitting Services	\$ 96,038.85	\$ 95,986.60	\$ 52.25	99.95%	\$ -	\$ 52.25	
009	Landscaping Services	\$ 48,586.00	\$ 48,186.91	\$ 399.09	99.18%	\$ -	\$ 399.09	
010	Model Updates	\$ 29,702.00	\$ 27,939.25	\$ 1,762.75	94.07%	\$ -	\$ 1,762.75	
011	30% Plans, Specs, and Estimates	\$ 57,549.00	\$ 67,636.75	\$ (10,087.75)	117.53%	\$ -	\$ -	
012	Plans, Specs and Estimates	\$ 228,903.00	\$ 228,160.00	\$ 743.00	99.68%	\$ -	\$ 743.00	
013	Bidding Support	\$ 22,348.00	\$ 16,761.25	\$ 5,586.75	75.00%	\$ -	\$ 5,586.75	
015	Boeck Rpkg Stream Restoration Sheets	\$ 44,198.00	\$ 44,920.75	\$ (722.75)	101.64%	\$ -	\$ -	
016	Geotechnical Engineering Services	\$ 74,024.00	\$ 54,583.62	\$ 19,440.38	73.74%	\$ -	\$ 19,440.38	
017	Arborist Services	\$ 4,280.00	\$ 194.25	\$ 4,085.75	4.54%	\$ -	\$ 4,085.75	
018	90% Plans, Specs, and Estiamtes	\$ 55,144.00	\$ 66,430.92	\$ (11,286.92)	120.47%	\$ -	\$ -	
019	Permit Support	\$ 19,389.00	\$ 20,097.88	\$ (708.88)	103.66%	\$ -	\$ -	
020	100% Plans, Specs, and Estimate	\$ 57,709.00	\$ 51,228.57	\$ 6,480.43	88.77%	\$ -	\$ 6,480.43	
021	BRCP As-Built Review	\$ 11,078.00	\$ 6,047.50	\$ 5,030.50	54.59%	\$ -	\$ 5,030.50	
022	Bidding Support - Boeckman	\$ 30,228.00	\$ 17,467.36	\$ 12,760.64	57.79%	\$ -	\$ 12,760.64	
023	Contingency - PM	\$ 10,701.00	\$ 7,391.00	\$ 3,310.00	69.07%	\$ -	\$ 3,310.00	
024	Contingency - Ash Meadows PSE	\$ 31,680.00	\$ 26,233.76	\$ 5,446.24	82.81%	\$ -	\$ 5,446.24	
025	Contingency & Expenses - Boeckman	\$ 7,600.00	\$ 298.66	\$ 7,301.34	3.93%	\$ -	\$ 7,301.34	
Total:		\$ 1,351,726.85	\$ 1,268,830.11	\$ 82,896.74				

Remaining Task Budget Total \$ 105,703.04

Task Overrun Total \$ (22,806.30)

Total Authorized Budget Roll-Over to PSA Amendment #3 \$ 82,896.74 (as of 3/26/2026)

(Estimated fee between 3/26/26 through 4/30/26 during transition) \$ 3,000.00

Total Contract Budget per PSA Amendment #2 \$ 1,419,277.00

Remaining Unauthorized Contract Contingency Roll-Over to Amendment #3 \$ 67,550.15 (as of 3/26/2026)