

RESOLUTION NO. 3267

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE WASTEWATER TREATMENT PLANT AERATION BASIN EXPANSION PROJECT (CAPITAL IMPROVEMENT PROJECT #2113).

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #2113, known as the Wastewater Treatment Plant (WWTP) Aeration Basin Expansion project (the Project); and

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

WHEREAS, Jacobs Engineering Group Inc. submitted a proposal on October 29, 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 Jacobs Engineering Group Inc. has provided a responsive and responsible proposal for engineering consulting services.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Jacobs Engineering Group Inc. for a not-to-exceed amount of \$298,871 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 18th day of May 2026 and filed with the Wilsonville City Recorder this date.

Signed by:
Mayor Shawn O'Neil
9FC7B198F01449B...

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. WWTP Aeration Basin Expansion Professional Services Agreement

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Wastewater Treatment Plant Aeration Basin Expansion 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 **Jacobs Engineering Group Inc.**, a Delaware 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 design and construction support services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than October 31, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

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

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

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed **Two Hundred Ninety-Eight Thousand Eight Hundred Seventy-One Dollars (\$298,871.00)**, 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 19**.

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

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

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

Section 5. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project for any and all applicable trades or occupations utilized in the performance of the Services. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective July 5, 2025, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each applicable worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. In addition, this contract is also covered by the federal Davis-Bacon Act (40 USC § 3141 et seq.). Therefore, Consultant and subcontractors shall pay workers or others performing Services contemplated by this Agreement the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries, in accordance with ORS 279C. Consultant must comply with all public contracting wages required by law. If applicable, Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 6. City's Rights and Responsibilities

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

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 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 17**.

Section 7. City's Project Manager

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

Section 8. Consultant's Project Manager

Consultant's Project Manager is Kristen Jackson. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 9. Project Information

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

Section 10. Duty to Inform

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

Section 11. Subcontractors and Assignments

11.1. Consultant shall not 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 19** of this Agreement.

11.2. Unless otherwise specifically provided by this Agreement, a written consent granted in accordance with **Section 11.1**, or a valid amendment pursuant to **Section 19**, 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).

11.3. 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 this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

11.4. 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 12. 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 13. Consultant Responsibilities

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

claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

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

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

13.4. Consultant acknowledges to, and for the benefit of, the City of Wilsonville and the State of Oregon, acting by and through the Department of Environmental Quality Clean Water State Revolving Fund, that it understands the Services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements that all iron and steel products used in the Project be produced in the United States ("American Iron and Steel Requirement"), including iron and steel products provided by the prime contractor, and that this requirement will be incorporated in Consultant's design.

13.5. Because this contract may also be funded, in part, by federal funds, Consultant must comply with all the required federal provisions of the United States Environmental Protection Agency (EPA), as set forth in **Section 14** below, some of which may overlap with those stated in this Section. Should a conflict exist, the stricter provision shall apply unless otherwise specifically pre-empted by federal law.

Section 14. Required Federal Provisions

This Agreement is funded, in whole or in part, with state and/or federal funds. Consultant must therefore comply with all of the following, in addition to the provisions listed above:

14.1. **Clean Air and Clean Water.** Consultant agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.*). Consultant agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on EPA "List of Violating Facilities," and it will report any violation of use of prohibited facilities to the City. Consultant understands and agrees that the City will, in turn, report each violation, as required, to

assure notification to the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part with federal assistance provided by the EPA.

14.2. **Energy Conservation.** Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

14.3. **Recovered Materials.** Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and EPA, “Comprehensive Procurement Guideline for Products Containing Recovered Materials” (40 CFR Part 247).

14.4. **Lobbying Restrictions.** Consultant certifies, to the best of its knowledge and belief, that:

14.4.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

14.4.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Consultant will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

14.4.3. Consultant will require that the language of this certification be included in the award documents for all sub-awards, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14.5. **Access to Records and Reports.** The following federal access to records requirements apply to this Agreement:

14.5.1. Record Retention. Consultant agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

14.5.2. Retention Period. Consultant agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Consultant will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records will be maintained until the City, the Secretary of the Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

14.5.3. Access to Records. Consultant agrees to provide the City, the Secretary of the Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Consultant which are related to performance of this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Consultant also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

14.5.4. Access to the Sites of Performance. Consultant agrees to permit the EPA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

14.6. **Contract Work Hours and Safety Standards**. Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 USC § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act; 40 USC § 3701 *et seq.*; and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 CFR Part 5).

14.6.1. Records Retention. Consultant will maintain payrolls and basic payroll records during the course of performance of the Services under this Agreement and will preserve them for a period of three (3) years from the completion of the Services for all laborers and mechanics, including guards and watchmen, working on the Services. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

14.6.2. Access to Records. The records maintained pursuant to **Subsection 14.6.1** will be made available by Consultant for inspection, copying, or transcription by authorized

representatives of the EPA and the Department of Labor, and Consultant will permit such representatives to interview employees during working hours on the job.

14.6.3. Subcontracts. Consultant will require the inclusion of the language of this **Section 14.6** within subcontracts of all tiers.

14.7. **Civil Rights Requirements.**

Under this Agreement, Consultant will, at all times, comply with the following requirements and will include these requirements in each subcontract entered into as part thereof:

14.7.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), Consultant agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Consultant agrees to comply with applicable federal implementing regulations and other implementing requirements the EPA may issue.

14.7.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), Consultant agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Consultant agrees to comply with any implementing requirements the EPA may issue.

14.7.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance" (45 CFR Part 90); Consultant agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Consultant agrees to comply with any implementing requirements the EPA may issue.

14.7.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, Consultant agrees to comply with any implementing requirements the EPA may issue.

14.8. Program Fraud and False or Fraudulent Statements and Related Acts.

14.8.1. Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the EPA-assisted Project for which the Services are being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.

14.8.2. Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the EPA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Consultant, to the extent the Federal Government deems appropriate.

14.8.3. Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the EPA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

14.9. Suspension and Debarment.

14.9.1. Consultant must comply with and facilitate compliance with U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment” (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Consultant is required to verify that its principals, affiliates, and any subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

14.9.2. Consultant is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, Consultant has certified as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14.10. Trafficking in Persons.

14.10.1. Consultant agrees that it and its employees that participate in the Project covered under this Agreement may not:

14.10.1.1. Withhold monthly progress payments;

14.10.1.2. Engage in forms of trafficking in persons during the period of time that this Agreement is in effect;

14.10.1.3. Procure a commercial sex act during the period of time that this Agreement is in effect; or

14.10.1.4. Use forced labor in the performance of the Agreement or any subcontracts thereunder.

14.10.2. Consultant agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

14.10.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

14.10.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

14.10.3. Consultant agrees to, and assures that each subrecipient will:

14.10.3.1. Inform the EPA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

14.10.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

14.11. Safe Operation of Motor Vehicles. Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Consultant owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

14.12. Federal Changes. Consultant shall at all times comply with all applicable EPA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the EPA, as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement.

14.13. Violation and Breach of Contract; Termination. The clauses concerning violation and breach of this Agreement and termination of this Agreement can be found in **Section 17**, below.

14.14. No Obligation by the Federal Government.

14.14.1. The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this contract.

14.14.2. Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the EPA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14.15. United States Environmental Protection Agency (EPA) Terms Controlling. Anything to the contrary herein notwithstanding, all EPA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the EPA terms and conditions.

Section 15. Indemnity

15.1. 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 to the proportionate extent caused by 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 15.2**. 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.

15.2. **Standard of Care.** In the performance of the Services, Consultant agrees to use the 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 16. Insurance

16.1. **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 the following limits and coverages at all times during performance of this Agreement:

16.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, each at 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 insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-

Completed Operations Aggregate in the amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the amount of **\$50,000**, and Medical Expense (any one person) in the amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

16.1.2. 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 **\$2,000,000** per claim and aggregate. 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.

16.1.3. 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 accident shall be **\$2,000,000**.

16.1.4. 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 **\$500,000** each accident.

16.1.5. 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.

16.1.6. Additional Insured and Termination Endorsements. The City will be included 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 with the exception of Professional Errors and Omissions coverage and Worker's Compensation. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided under Consultant's Commercial General Liability and Automobile Liability policies. The following is included as additional insured: "The City of Wilsonville, its elected and

appointed officials, officers, and employees.” A blanket 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.

16.1.7. 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.

16.2. Primary Coverage. The coverage provided by the Commercial General Liability and Business Automobile Liability 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 17. Early Termination; Default

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

17.1.1. By mutual written consent of the parties;

17.1.2. 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

17.1.3. 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.

17.2. 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.

17.3. 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.

17.4. 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 21**, for which Consultant has received payment or the City has made payment.

Section 18. 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 19. 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 20. 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 21. 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 22. 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: Mike Nacrelli
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Jacobs Engineering Group, Inc.
 Attn: Kristen Jackson
 2020 SW 4th Avenue, Suite 300
 Portland, OR 97201

Section 23. Miscellaneous Provisions

23.1. **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.

23.2. **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.

23.3. **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.

23.4. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the City and Consultant and has no third-party beneficiaries.

23.5. **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.

23.6. **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.

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

23.8. **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 reasonable 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.

23.9. **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.

23.10. **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.

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

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

23.13. **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.

23.14. **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.

23.15. **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.

23.16. **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.”

23.17. **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.

23.18. **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.

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

23.20. **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.

23.21. **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:

JACOBS ENGINEERING GROUP INC.

CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

As Its: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

DESIGN SERVICES SCOPE OF WORK

WWTP Aeration Basin Expansion – (10% Project Definition Services)

PROJECT DESCRIPTION

This scope of work describes the services to be rendered by Jacobs for the design of Aeration Basin Expansion Improvements to the Wilsonville Wastewater Treatment Plant. The improvements are generally as described in the City of Wilsonville Wastewater Treatment Plant Master Plan (Carollo, December 2023) and shall include the following project elements:

- Evaluation of treatment process intensification technologies (e.g., increased secondary treatment capacity without building a new aeration basin or future Membrane Bioreactor MBR facilities)

BASIS OF DESIGN SCOPE AND FEE DEVELOPMENT

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

- 1) The project definition design work on this project will last 5 months from authorization to proceed in May 2026 through October 2026.
- 2) Deliverables will be submitted in electronic versions in PDF format, capable of being annotated by City reviewers in Bluebeam software. Consultant will provide City instructions for accessing Bluebeam software and making annotations. Bluebeam is understood to be available at no cost from the software vendor. No printed copies will be provided.
- 3) City will provide to Jacobs all data in City's possession relating to Jacobs' services on the Project. Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
- 4) City will make its facilities accessible to Jacobs as required for Jacobs' performance of its services and will provide labor and safety equipment as required by Jacobs for such access. City will perform, at no cost to Jacobs, such tests of equipment, machinery, pipelines, and other components of City's facilities as may be required in connection with the project. Jacobs OMFS operates the Wilsonville WWTP facility, additional work required by Jacobs OMFS to allow access to the site for this project is covered by the agreement between the City and Jacobs OMFS.
- 5) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Jacobs has no control over cost or price of labor and materials;

unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Jacobs' opinions, analyses, projections, or estimates.

If City wishes greater assurance as to any element of project cost, feasibility, or schedule, City will employ an independent cost estimator, contractor, or other appropriate advisor.

WORK APPROACH

This task includes alternatives analysis to support decision making for the scope of work that will be carried into the design phase. Upon completion of the alternatives analysis in Phase 1A, Design and Bid Services will be negotiated as part of Phase 1B. Upon completion of design services, Services During Construction will be negotiated as part of Phase 2.

Phase 1A – Project Definition Design Services

Task 1 Project Definition Project Management

Task 1.1: Project Management

- Consultant shall provide overall management of the project work and oversight and coordination of the consultant team, including staff and sub-consultants. Coordinate project work with the City Project Manager and communicate work status on a regular basis and as project issues or concerns arise. Maintain an electronic project file for all project documents. Provide quality assurance such that all deliverables have been peer reviewed prior to submittal to the City.
- Consultant shall prepare monthly progress reports accompanied by progress billings, as well as monitor work tasks, budgets and schedule. Monthly progress billings are subject to City review and approval. The monthly progress reports shall include a narrative description of progress to-date, actual costs for each major task, estimates of percent complete and agreed upon cost variances.
- Consultant shall prepare a detailed Project schedule that includes each task and subtask and key project milestones. Update the Project schedule as changes to task timeframes occur.
- Project manager will meet with City's project manager throughout design of the Project to review Project progress and discuss upcoming work activities (weekly conference calls, typically 30 minutes duration), with written notes issued following such calls.
- Project manager shall prepare, implement, monitor and update the Project Management Plan as required throughout the Project.
- Project manager will maintain project action item and decision logs.

Deliverables

- Monthly progress report and invoicing, project schedule, meeting notes.
- Design review of key project deliverables (10%)

Task 1.2: Project Management Plan

The purpose of this task is to prepare the detailed Project Management Plan that will be used during the execution of this project work. Specific elements of the plan will include:

- Project Instructions: Define City and Jacobs project organization, communication, project cost control procedures, document control, health and safety considerations, change management and other project management requirements.
- CAD/CAE Standards: Define CAD/CAE software standards, graphic standards, file naming conventions and standards, revision/iteration control and other graphic standards.
- Quality Management Plan: Jacobs will use its standard continuous quality control process. The QMP will define the quality control process as customized for this project. This plan will be developed in the Quality Management task.
- Project Health and Safety Plan: Jacobs will develop a health and safety plan to apply to all employees working on this project. It will address safety in the office and during site visits and include any requirements by the City.

Deliverables

- Project Management Plan, Quality Plan.

Task 1.3: Quality Management 10% Design

This task is authorized through 10% design services. As part of the design phase, Jacobs will carry out a quality assurance program (QAP). The purpose of this QAP is to monitor the quality of the Project through the use of internal quality assurance/quality control (QA/QC) reviews as described herein. Jacobs will manage multidiscipline internal QA/QC review activities with senior review team. A QC review will be performed on process and cost calculations. Formal internal QA/QC reviews will be performed prior to the City's review of design deliverables.

A Quality Management Plan (QMP) will be prepared for the project to serve as a guide for all phases of the project. Key features of the QMP will include:

- A single point of contact responsible for all quality management.
- Independent quality review performed by discipline-specific quality reviewers to provide critical analysis without bias.
- Procedures for engineers; detailed checks of reports, calculations, drawings and specifications.

Audits by QA personnel will be conducted to verify conformance with the approved QMP and confirm that required checking and review functions are completed.

Design quality review documentation will demonstrate that the quality review process is complete and review comments are acceptably addressed as a component of the overall records

management system. The following documentation will be prepared, collected and properly stored in the project records system:

- Design review forms used by the City to document review comments.
- Project checklists or milestone checklists, signed by the reviewer and appropriate project staff.
- Review-related correspondence with City staff and other external agencies or entities.
- Audit correspondence, including results and corrective action documentation.

The level of effort for this task includes preparation of the QMP and effort for the Quality Manager. The effort for QC reviewers for each of the design phases is included with the specific design tasks.

Deliverables

- Quality Management Plan.
- Written documentation of QC reviews.

Task 1.4: Clean Water State Revolving Fund (SRF) Documentation

This task supports required SRF documentation required during pre-construction activities, per the August 2025 Clean Water State Revolving Fund Design Bid Build Manual.

Application Process:

- Step 1: The City to coordinate DEQ review and approval of the wastewater planning documents. No Jacobs scope included to support this work.
- Step 2: The City to complete the value engineering study. No Jacobs scope included to support this work.
- Jacobs will support Step 3 by providing the applicable documents for City submission to DEQ:
 - Engineering Reports: Planning document and/or preliminary design report (included in Task 2.3 Aeration Basin Intensification Alternatives Analysis Technical Memorandum).

Task 2 Project Definition (10% Deliverables)

Evaluate aeration basin intensification alternatives and select a preferred alternative to complete a Class 5 cost estimate, to compare against the cost of the Aeration Basin 4 expansion project and the planned membrane bioreactor from the facility plan.

The intensification alternatives should consider the future secondary treatment capacity upgrades recommended in the Master Plan (Carollo, 2023) and current condition assessment/replacement schedule information available.

Assumptions

The following assumptions pertain to all of Task 2:

- Evaluation of valves, piping, electrical, controls, structural, building mechanical, site/civil, or other disciplines related to a condition assessment are not included in this scope of work. Jacobs will use the most current condition assessment information available for alternatives evaluation.
- Recommendations for replacing of aging equipment will not be provided. Aging equipment considerations for the alternatives analysis will be based on the most current treatment plant capital outlay information available.
- The evaluations in this task order will focus on planning-level decision and budgetary opinions of cost. Drawings, specifications, equipment selection and other similar items will not be prepared as part of this task.
- This task is focused on secondary treatment. Capacity analysis of the headworks, outfall piping, sludge drying, and all other facilities at the Wilsonville WWTP are excluded.
- Some alternatives may require additional screening at headworks or upstream of the aeration basins, this will be included in the capital costs even though the capacity analysis of the entire headworks is excluded.

Task 2.1 Kickoff and Criteria Development

A project kickoff meeting and workshop will be held at the Wilsonville WWTP in-person, 4 Jacobs staff, not to exceed 2 hours in length. Prior to the meeting, the Jacobs team will review existing data and plant record drawings. This task includes preparation of the workshop agenda, in-person attendance at the meeting, and development of meeting notes.

Jacobs will perform the following to establish project definition as part of this task:

- Confirm the design criteria (ie: planning window, etc.).
- Develop evaluation criteria and assumptions.
- Prepare for and Facilitate Kickoff Workshop.
 - At the kickoff meeting, preliminary screening of intensification alternatives, to the most promising 2 options. Options may include:
 - Mobile Biofilm Activated Sludge (MBAS)
 - Membrane Aerated Biofilm Reactor (MABR) + Hydrocyclones
 - Integrated Fixed-Film Activated Sludge (IFAS)
 - Kickoff meeting will also include an overview of potential regulatory scenarios.
- Develop project Criteria Technical Memorandum (draft and final, assuming no more than five (5) pages in length including tables, figures, and appendices)

As part of this task, Jacobs will prepare and submit to the Client a data request to supplement existing data that Jacobs already has. Examples include flows and loads data, previous studies and reports, hydraulic and process model files (or detailed output from the files,) record drawings, DMRs, and major equipment data (e.g., pump curves, specifications, etc.).

Deliverables

- Kickoff workshop – agenda, materials and notes.
- Data request

- Draft and Final Criteria Technical Memorandum

Task 2.2 Regulatory Scenarios Task

The purpose of this task is to use regulatory scenarios to inform decision-making for treatment options based on their ability to meet potential future nutrient discharge limits.

The task includes 2 parts:

1. Reviewing the receiving water quality and estimating 3 possible near term and long term limits.
2. Development of infrastructure needs to meet 3 receiving water scenarios (representing possible regulatory scenarios).

Part 1 – Receiving water quality analysis will include the following:

This task examines the potential impact that nutrients discharged from the Wilsonville WWTP contribute to the water quality of the Willamette River. This task will be completed with calculations of existing upstream/downstream river water quality data, and with use of the Jacobs' integrated AquaClara model that can model both river water quality and the Wilsonville WWTP.

Includes a virtual meeting to cover the results of this task, 4 Jacobs staff, not to exceed 1 hours in length.

Deliverables

- Table documenting the 3 receiving water scenarios and short TM.
- One meeting (virtual, 4 Jacobs staff) to review the results of the assessment.

Part 2 – Development of infrastructure needs to meet receiving water scenarios and potential regulatory scenarios. Analysis will include the following:

- Example regulatory scenarios:
 - Nutrient limits based on Environmental Protection Agency (EPA) Ecoregion values.
 - Nutrient limits less stringent than the Ecoregion values.
 - Nutrient limits based on current limits.
- One appropriate intensification technology will be paired with the regulatory scenario.
- Complete a simple (based on similar assumptions) life cycle cost analysis (LCA) of the 3 scenarios.
- Each life cycle cost analysis will include building aeration basin 4 today, or in the future (for a total of 6 LCAs). The capital cost carried in the LCA for aeration basin 4 will be a simple escalated number from the 2023 Master Plan (Carollo, 2023).
- Includes an evaluation of cashflow through time.

- A pros/cons table will be generated – including identification of potentially stranded assets, flexibility, and likelihood of the option to occur.

Task 2.3 Aeration Basin Intensification Alternatives Analysis

Task 2.3.1 Process Model and Hydraulic Model Updates

Jacobs will review process models created during both the facility planning project and during Jacobs' recent aeration basin upgrades project. The models will be updated as needed to calculate the anticipated capacity for the selected intensification alternatives from the kickoff meeting.

Jacobs will review the existing hydraulic model of the treatment plant and update it as necessary to inform the pros/cons and capital costs required for the intensification alternatives.

Site visit: One discipline site visit (1 day, 4 consultants, 1 hour site visit).

Deliverables

- TM write up of modeling efforts included in the Alternatives Analysis Technical Memorandum.

Task 2.3.2 Alternatives Analysis

Complete an alternative analysis with life cycle costs and pros/cons of the two selected alternatives from the Criteria Development task plus the baseline alternative of construction of aeration basin 4.

Draft and final Alternatives Analysis Technical Memorandum will include the following:

- Narrative of the scope
- Sketch of the work (box showing the approximate footprints on photographs)
- AACE Class 5 planning level construction cost estimate
- Conceptual 20-year net present value lifecycle cost
- Table of pros/cons

The selected alternatives will evaluate the secondary treatment system as a complete system, and will include recommendations as required for secondary clarification and RAS/WAS pumping modifications in addition to bioreactor modifications.

Task includes one virtual workshop, 4 Jacobs staff, not to exceed 2 hours in length. This task includes preparation of the workshop agenda, workshop materials, in-person attendance at the meeting, and development of meeting notes.

Deliverables:

- Workshop – agenda, materials and notes.
- Draft and Final Alternatives Technical Memorandum.

Task 2.4 Support for briefing elected officials and agency management

Support for briefings at local and agency senior management levels. Provide support with technical information and communication materials. Purpose is to present alternatives to elected

officials and seek direction on how to proceed with further design development. This task includes two meetings: in person, 1 hour each, with up to 2 Jacobs representatives.

Deliverables

- Technical and communications materials compiled from previous project work deliverables.

Task 2.5 Project Definition of Aeration Basin 4 Project (OPTIONAL TASK)

Complete a 10% conceptual design for the Aeration Basin 4 project, in order to provide an updated Class 5 Cost Estimate. (Requires prior written authorization by the City.)

Draft and final Aeration Basin 4 Conceptual Design Technical Memorandum will include the following:

- Narrative of the scope
- Sketch of the work (box showing the approximate footprints on photographs)
- One AACE Class 5 planning level construction cost estimate

Site Visits:

- One discipline site visit (1 day, 7 consultants, 2 hour site visit)
- One discipline site visit (1 day, 4 consultants, 1 hour site visit)

Deliverables:

- Draft and Final Conceptual Design Technical Memorandum (TM), including:
 - Narrative of the scope
 - Sketch of the work (box showing the approximate footprints on photographs)
 - One AACE Class 5 planning level construction cost estimate

Phase 1B – Design and Bid Services

- Scope and fee will be negotiated at the end of Phase 1A services.

Phase 2 – Construction Engineering Services

- Scope and fee will be negotiated at the end of Phase 1B services.

COMPENSATION AND PAYMENT SCHEDULE

Jacobs proposes to perform the services described herein on a time and materials basis with an estimate not-to-exceed amount of \$298,871 per Attachment B. Labor cost will be billed per the staff categories in Table 1.

Table 1. Staff Category Billing Rates

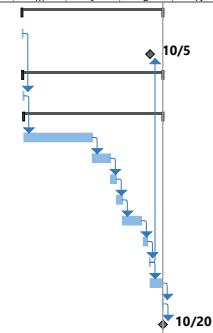
Staff Category Billing Rate Hourly (subject to 3% escalation per year)	2026 Billing Rate	2027 Billing Rate
Senior Advisor	\$313	\$323
Senior Project Manager	\$303	\$312
Project Manager/Sr. Engineer	\$287	\$296
Senior Project Engineer	\$276	\$284
Mid-Level Engineer/Sr. Technical Staff	\$250	\$258
Project Engineer	\$239	\$246
Technical Staff	\$228	\$234
Senior Technician	\$207	\$213
Engineer/Editor	\$200	\$206
Staff Engineer 2	\$185	\$191
Technician 2	\$185	\$191
Staff Engineer 1/Scientist	\$170	\$175
Technician 1	\$156	\$160
Project Assistant/Project Accountant	\$140	\$144
Office	\$127	\$130
Junior Technician	\$120	\$124
Intern	\$113	\$117

Attachments:

Attachment A – Schedule.

Attachment B – Detailed Cost Breakdown.

ID	Task Mode	Task Name	Duration	Start	Finish	Half 1, 2026	Half 2, 2026	Half 1, 2027	Half 2, 2027	Half 1, 2028										
						J	M	M	J	S	N	J	M	M	J	S	N	J	M	
1		Wilsonville WWTP Aeration Basin Expansion Project	114 days	Mon 5/11/26	Tue 10/20/26															
2		Notice to Proceed	1 day	Mon 5/11/26	Mon 5/11/26															
3		Deliverable - Alternative Analysis (10% Design)	0 days	Mon 10/5/26	Mon 10/5/26															
4		Design	113 days	Tue 5/12/26	Tue 10/20/26															
5		Kickoff	1 day	Tue 5/12/26	Tue 5/12/26															
6		Alternative Analysis - Project Definition (10% Deliverables)	112 days	Wed 5/13/26	Tue 10/20/26															
7		Alternative Evaluation	55 days	Wed 5/13/26	Thu 7/30/26															
8		Draft Alternative Analysis Report	15 days	Fri 7/31/26	Thu 8/20/26															
9		Editing/Docs Processing	5 days	Fri 8/21/26	Thu 8/27/26															
10		Internal QC Review	5 days	Fri 8/28/26	Thu 9/3/26															
11		Update Report	15 days	Fri 9/4/26	Fri 9/25/26															
12		Editing/Docs Processing	5 days	Mon 9/28/26	Fri 10/2/26															
13		Submit Alternative Analysis to Client	1 day	Mon 10/5/26	Mon 10/5/26															
14		Client Review	10 days	Tue 10/6/26	Mon 10/19/26															
15		Client Review Comments to Design Team	1 day	Tue 10/20/26	Tue 10/20/26															
16		Scoping (TBD)	0 days	Tue 10/20/26	Tue 10/20/26															



Project: WWTP Aeration Basin E Date: Mon 4/13/26	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Attachment B - Detailed Cost Breakdown

Wilsonville WWTP Aeration Basin Expansion Project	Project Manager	Senior Project Manager	QA/QC	Regulatory	Economist	Health & Safety	Staff Process	Facility Lead	Staff Process Mechanical	Staff Civil	Staff Stormwater	Public Outreach	Staff Sr Geotech	Odor Control	Senior Engineer	Staff I&C	Staff Sr. Electrical	Staff Corrosion	Cost Estimating	Sr. Delivery Lead	Tech Editing	Admin	Jacobs Labor Hours	Jacobs Labor Dollars	Jacobs Expenses	TOTAL LABOR & EXPENSES			
	Jackson \$230	Fuller \$313	Lough \$250	Molins \$313	Playstead \$250	Staff \$250	Steele \$313	Chang \$228	Kromarik \$228	Staff \$250	Staff \$200	Morshita \$185	Collen \$313	Staff \$250	Forrest \$276	Staff \$200	Staff \$200	Staff \$200	Jones \$287	Staff \$156	Staff \$170	Staff \$127							
Phase 1 Design Services																										\$			
1.0 Design and Bid Services																										\$			
1.1 Project Management	101	12	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29	148	\$ 33,162	\$ 314	\$ 33,476			
1.2 Project Management Plan	4	10				4																8	16	\$ 2,972	\$	\$ 2,972			
1.3 Quality Management 10% Design	2		4																				8	14	\$ 2,454	\$	\$ 2,454		
1.4 Clean Water State Revolving Fund (SRF) Documentation	5	2																				2	9	\$ 2,002	\$	\$ 2,002			
2.0 Project Definition (10% Deliverables)	114	15	0	12	24	0	288	240	46	20	36	2	32	8	44	24	24	8	24	24	24	24	24	24	24	1,033	\$ 262,739	\$ 2,656	\$ 265,395
2.1 Kickoff and Criteria Development	16	3					36	16	4				2		1	1	1					4	8	52	\$ 23,569	\$ 855	\$ 24,424		
2.2 Regulatory Scenarios Task	52	6		12	20		88	88		36												4	4	4	370	\$ 79,058	\$ 855	\$ 79,913	
2.3 Aeration Basin Intensification Alternatives Analysis	20	4			4		164	16	2						3	3	3				24	24	8	4	279	\$ 76,996	\$ -	\$ 76,996	
2.3.1 Process Model and Hydraulic Model Updates	4						80																			54	\$ 25,996	\$	\$ 25,996
2.3.2 Alternatives Analysis	16	4			4		84	16	2						3	3	3				24	24	8	4	186	\$ 51,000	\$	\$ 51,000	
2.4 Support for briefing elected officials and agency management	6	2										2														10	\$ 2,430	\$	\$ 2,430
2.5 Project Definition of Aeration basin 4 Project (OPTIONAL TASK)	20		4	12	24	4	288	240	46	20	36	2	32	8	44	24	24	8	24	24	24	24	24	24	24	342	\$ 80,695	\$ 855	\$ 81,551
	215	27	4	12	24	4	288	240	46	20	36	2	32	8	44	24	24	8	24	24	24	24	24	24	24	1,181	\$ 295,901	\$ 2,970	\$ 298,871