

RESOLUTION NO. 3276

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WSP USA INC. TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE BOECKMAN CREEK SEWER INTERCEPTOR AND TRAIL PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 2107, 7054, AND 9150).

WHEREAS, the City has planned and budgeted for engineering design for Capital Improvement Project No. 2107, 7054, and 9150, known as the Boeckman Creek Sewer Interceptor and Trail Project (the Project); and

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

WHEREAS, WSP USA Inc. submitted a proposal on May 6, 2026, and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

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

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

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

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with WSP USA Inc. for a not-to-exceed amount of \$1,913,497.00, which is substantially similar to Exhibit A attached hereto.

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

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

Signed by:
Mayor Shawn M. 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. Boeckman Creek Sewer Interceptor and Trail Professional Services Agreement

RESOLUTION NO. 3276

EXHIBIT A

Contract No. 26479-0

CIP No. 2107, 7054, 9150

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Boeckman Creek Sewer Interceptor and Trail Project (“Project”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **WSP USA Inc.**, a New York corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform engineering consultant services for design of the Boeckman Creek Sewer Interceptor along the Boeckman Creek corridor between Boeckman Road, the Memorial Park Sewer Lift Station, and the Boeckman Creek Regional Trail South, 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 June 30, 2028, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

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

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

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed **One Million Nine Hundred Thirteen Thousand Four Hundred Ninety-Seven Dollars (\$1,913,497.00)**, 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) and any tariffs.

Section 5. City's Rights and Responsibilities

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

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

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to

representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

10.1. 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.

10.2. 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. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

10.3. Unless otherwise specifically provided by this Agreement, a written consent granted in accordance with **Section 10.1**, 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).

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

10.5. 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 11. 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 12. Consultant Responsibilities

12.1. 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.

12.2. 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.

12.3. 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.

12.4. Because this contract is funded, in part, by federal funds, Consultant must comply with all the required federal provisions of the Federal Transit Administration (FTA), as set forth in **Section 13**, 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 13. Required Federal Provisions

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

13.1. **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 the U.S. Environmental Protection Agency (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 FTA and 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 FTA.

13.2. **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.

13.3. **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 U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials” (40 CFR Part 247).

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

13.4.1. 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.

13.4.2. 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.

13.4.3. 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.

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

13.5.1. 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.

13.5.2. 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 Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

13.5.3. Access to Records. Consultant agrees to provide the City, the FTA Administrator, 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.

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

13.6. 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).

13.6.1. 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.

13.6.2. Access to Records. The records maintained pursuant to **Subsection 13.6.1** will be made available by Consultant for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Consultant will permit such representatives to interview employees during working hours on the job.

13.6.3. Subcontracts. Consultant will require the inclusion of the language of this **Section 13.6** within subcontracts of all tiers.

13.7. **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:

13.7.1. 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), and federal transit laws at 49 USC § 5332, 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 FTA may issue.

13.7.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, 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 FTA may issue.

13.7.3. 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); and federal transit law at 49 USC § 5332, 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 FTA may issue.

13.7.4. 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.*); and federal transit law at 49 USC § 5332, 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 FTA may issue.

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

13.8.1. 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 FTA 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.

13.8.2. 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 FTA 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.

13.8.3. Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed

that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13.9. Suspension and Debarment.

13.9.1. 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.

13.9.2. 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.

13.10. Trafficking in Persons.

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

13.10.1.1. Withhold monthly progress payments;

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

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

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

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

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

13.10.2.2. 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.

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

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

13.10.3.2. 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.

13.11. 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.

13.12. Federal Changes. Consultant shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, 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.

13.13. 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 16**, below.

13.14. No Obligation by the Federal Government.

13.14.1. 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.

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

13.15. Federal Transit Administration (FTA) Terms Controlling. Anything to the contrary herein notwithstanding, all FTA 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 FTA terms and conditions.

Section 14. Indemnity

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly 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 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 14.2.** 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, to the extent they result, directly or indirectly, from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

Section 15. Insurance

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

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

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

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

15.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractor 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 not be less than **Two Million Dollars (\$2,000,000)**.

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

include Employer's Liability Insurance with coverage limits of not less than **Five Hundred Thousand Dollars (\$500,000)** each accident.

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

15.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in Commercial General Liability, Automobile Liability, and Excess Liability 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 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory, with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Auto Liability, and Workers Compensation policies shall be provided via ISO Form CG 2404 07 04 or its equivalent. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or non-renewal of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Services contemplated under this Agreement.

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

15.2. 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 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

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

16.1.3. By Consultant, effective upon seven (7) calendar 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) calendar day period by the City. Withholding of disputed payment is not a default by the City.

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

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

Section 17. Survival

Termination under **Section 16** shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. In particular, **Sections 3.4, 10.4, 12.2, 14, 16.2, 20, 21, 22, and 23** will survive the expiration of the term of this Agreement, or termination of this Agreement under **Section 16**.

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) business 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 this Agreement. 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 this Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 21. As-Built/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 three (3) calendar days after having been deposited in the United States mail as first class mail or certified mail, return receipt requested, 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: Zach Weigel, City Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

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

Section 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. 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.

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

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

23.7. 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.

23.8. 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.

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

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

23.11. 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.

23.12. 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.

23.13. 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.

23.14. 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."

23.15. 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.

23.16. 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.

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

23.18. 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.

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

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

CONSULTANT:

CITY:

WSP USA INC.

CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

As Its: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

SCOPE OF WORK

I. Project Description

The Boeckman Creek Sewer Interceptor & Trail Project (“Project”) is a combination of three planned City Capital Improvement Projects (CIP): (1) the Boeckman Creek Interceptor (CIP #2107), (2) Gesellschaft Water Well Channel Restoration (CIP #7054), and (3) Boeckman Creek Regional Trail South (CIP #9150).

The Boeckman Creek Interceptor project is identified in the 2014 Wastewater Collection System Master Plan (Project Nos. CIP-05 and CIP-06) and is a critical sewer system improvement that will upsize the existing gravity sewer interceptor line primarily located within the heavily forested Boeckman Creek corridor. The project extends from the Memorial Park Lift Station to Boeckman Road, approximately 1.4 miles in length. The primary purpose of this sewer project is to provide sewer capacity to serve planned development within the Frog Pond East and South neighborhoods, identified as the Advance Road Urban Reserve Area (URA) in the wastewater master plan.

The Gesellschaft Water Well Channel Restoration project is identified in the 2024 Stormwater Master Plan (Project No. BC-6) as a high priority erosion and sediment control project. The Gesellschaft drinking water well bypass and contributing stormwater runoff discharge via an outfall structure at 29001 SW Meadows Parkway. The outfall is currently located at the top of slope of the Boeckman Creek natural area, where it discharges into an existing steep drainage channel and then into a culvert pipe underneath the existing bench/trail where the sanitary sewer is located and then discharges near the top of bank of Boeckman Creek causing significant slope erosion down to the Creek. The project extends a 24-inch pipeline, ~480 feet in length from the existing discharge point, down to the bottom of the slope at Boeckman Creek and restores the eroded discharge channel through the installation of coir log check dams, coir matting, woody debris, and re-vegetation with native trees and shrubs.

The Boeckman Creek Regional Trail South is identified in the 2023 Transportation System Plan (Project No RT-01B) as a section of regional trail linking bike and pedestrian connections to neighborhoods, parks, and intersecting trail and roadway facilities between Boeckman Road and Memorial Park. The project consists of a 10-foot to 12-foot wide paved shared-use path starting at Boeckman Road and stopping approximately 700 feet north of Wilsonville Road and includes trail amenities, such as benches, signage, overlooks, railing, and other facilities typical of a regional trail. The shared-use path will generally follow the interceptor pipeline route and will function as the sewer maintenance equipment access.

II. Scope of Work

The following is a proposed Scope of Work for advancing the Boeckman Creek Sewer Interceptor and Trail project, currently at approximately 60% design, to final design, preparation of construction bid documents, and assistance with construction administration and inspection.

Project Phasing

The City of Wilsonville has overall authority in scope, schedule, and budget for this project. The professional engineering services for this project are divided into two phases with anticipated phase completion date(s) as follows:

Phase 1: Design, Permitting, and Easement Acquisition	December 2027
Phase 2: Construction Engineering Services	December 2029

Once Phase 1 is nearing completion, the scope of work for Phase 2 – Construction Engineering Services will be negotiated and finalized as a professional services agreement amendment at that time.

Draft Scope of Work Tasks

The following is a draft, proposed Scope of Work (SOW) for the Project:

Phase 1 – Design, Permitting, and Easement Acquisition

Task 1 – Project Management

Task 1.1 Project Management

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

1. Organize and conduct Kick-off meeting at City Hall.
2. Prepare and provide updates as needed to the Project schedule.
3. Organize, lead, and conduct regular scheduled Project meetings during design.
4. Coordinate various members of the Consultant team.
5. Provide exhibits, maps, figures, as needed and required.
6. Document key discussions and decisions
7. Assist City with Oregon DEQ Clean Water SRF loan documentation and authorization.
8. Communicate clearly and regularly with the City's project manager.
9. Submit monthly invoices/payment requests; separate costs by tasks.

Assumptions:

- Project duration for Phase 1 (Design) is 18 months

Task 1.1 Deliverables:

- Monthly invoice with progress report
- Documentation of key discussions and decisions in an action item/decision log to be maintained by the consultant project manager

Task 1.2 Meetings

The Consultant shall schedule the meetings, prepare agendas, and attend meetings as described below. Prepare and distribute the agenda for meetings at least 2 business days prior to meeting date (or as approved by the City Project Manager), record, prepare and distribute meeting minutes including action items and record of any decisions of the meeting within 5 business days of the meeting.

Meetings will include:

- Project kickoff meeting including the following Consultant Project Team members: PM, lead trail engineer, lead sanitary sewer engineer, urban/ADA transportation engineer, landscape architect, geotechnical engineer, structural engineer, environmental lead, arborist, and stormwater engineer. This meeting will be in person and include a project site walk through immediately following the in person meeting at City Hall and be 4 hours in duration and scheduled within 14 calendar days of NTP.
- Design review/constructability workshops to review re-design alternatives with City staff prior to the 60 percent design submittal. Up to 3 two hour workshops will be scheduled with up to 5 Consultant project team members. These meetings will be in person with a hybrid option.
- Design review meetings to go over City comments and Consultant responses from the 60 and 90 percent design reviews. Meetings may include up to 5 Consultant project team members and will be scheduled for two hours. These meetings will be virtual.
- Project management check-in meetings: Bi-weekly meetings will be scheduled with the City project manager and Consultant project manager and up to one other key consultant staff for one hour duration through the design phase. These meetings will be virtual.
- Design team check-in meetings: monthly meetings will be scheduled with key consultant staff for one hour duration through the design phase. These meetings will be virtual.

Task 1.2 Deliverables:

- Meeting Agendas
- Meeting Minutes, including action items and record of decisions.

Task 1.3 Quality Control

Perform quality control (QC) reviews of all deliverables prior to submittal and ensure conformance with applicable design standards, and that prior review comments have been

incorporated into the design. Consultant will prepare a Quality Assurance/Quality Control ("QA/QC") Plan for city review and approval within 15 business days of issuance of Notice to Proceed. Consultant shall include documentation of completed QC reviews in the QA/QC section of the Project files. QA/QC effort will be incorporated in each task. This task is for project manager development of QA/QC plan and implementation oversight.

Task 1.3 Deliverables:

- Provide QC checklists and QC certification/sign-off page with each deliverable.

Task 2 – Data Collection & Review and Utility Coordination

Task 2.1- Data Collection

The Consultant shall request, collect, and review all available information from the City necessary for the project design, such as record drawings, topographic survey information, CCTV inspections, GIS information, utility maps, and reports/studies completed within and adjacent to the project corridor. All project documents through 60% design have been made available to the Consultant during the Request for Proposal period. Additional information will be requested including the as-builts for the adjacent Boeckman Road Bridge project at the north end of this project.

Task 2.2 – Utility Coordination

Consultant shall identify and locate utilities within the Project limits, initiate contacts with utilities, and coordinate relocations if necessary for the construction of the Project. Underground utilities will be potholed to verify location, material, size, and depth. Consultant shall schedule, attend, and document up to eight (8) virtual utility coordination meetings during design of the project.

Task 3 – Topographic Survey

Topographic survey for the entire project area has been completed and files have been made available to the Consultant during the Request for Proposal period. Consultant shall identify and perform select, supplemental topographic survey work necessary to complete design of the proposed improvements.

Task 3.1 – Supplemental Survey

Consultant shall perform limited supplemental topographical survey for the project as described in this scope of work in areas not previously surveyed, as necessary to support design of additional project work elements. Consultant will perform confidence shots on alignment, structures, control verification and enhancement to confirm accuracy of previous survey

Assumptions:

- Includes verification ("confidence points") of existing survey in critical areas: wall locations, outfall, steep slopes
- Any additional full corridor resurvey excluded

At a minimum, the supplemental topographic surveying data will include the following:

1. A horizontal and vertical survey control network
2. Network and all mapping referenced to City of Wilsonville approved vertical datum, NAVD 88 Datum.
3. Survey and mapping showing the following:
 - a. Locations, rim elevations, and pipe invert elevations for all sanitary and storm structures within the project area.
 - b. Locations and top of valve nut elevations for water valves, locations and box rim elevations for meter boxes, hydrants, blow-offs, air releases, and all other appurtenances.
 - c. Utility poles and overhead wires, including heights
 - d. Located underground utilities and associated appurtenances and valves, and irrigation systems
 - e. Edge of pavement and top face of curb
 - f. Ground shots recorded every 25 feet along the existing sewer alignment.
 - g. Fences, mailboxes, street lights, trees, and other street side structures
 - h. Trees with tag id referenced
 - i. Wetland flags and features
 - j. Retaining walls
 - k. Striping and signage
 - l. Sidewalk, curb ramps, and driveways
 - m. Other important topographic features

Survey data compiled in digital format and a digital terrain model to use for design purposes.

Task 3.2 – Preconstruction Record of Survey

- Consultant will prepare a pre-construction record of survey to meet the requirement of ORS 209.155.
- The pre-construction survey will include the location and description of all survey monuments that may be disturbed or destroyed during construction, existing right-of-way, controlling centerlines, and or survey control network points.
- Submit survey to the county for review / recording.

Task 3 Assumptions:

- Landowner notifications will be the responsibility of the survey consultant.
- All Survey Services completed under the direct supervision of a licensed Professional Land Surveyor in state of Oregon.

- Existing control, by others, will be located / verified and enhanced as needed for topographic and construction surveying.
- City is to supply Title Reports, or the fee will be billed as a reimbursable expense to the City.
- City is to pay the county review / recording fee, or the fee will be billed as a reimbursable expense to the City.

Task 3 Deliverables:

- Survey Control Adjustment Report.
- ASCII File of the survey control station values in P,N,E,Z,D format.
- Updated and revised DTM file and topographic map
- Preconstruction Record of Survey recorded at the county.

Task C3.3 – Supplemental Survey - CONTINGENCY

Consultant shall perform additional topographical survey as directed.

Assumptions:

Additional field work averaged over 7 sites are included for the following as required:

- East part under Boeckman Rd. bridge to tie trail. 0.75 acres +/-
- Well upper area. 0.25 acres +/-
- Well downstream area / outfall. 0.20 acres +/-
- Bridge crossing the creek and the outfall just downstream (east side). 0.25 acres +/-
- Kolbe Lane including the wooden bridge crossing the creek. 1.0 acres +/-
- Sanitary Interceptor Stream Crossing – Part 1. 0.25 acres +/-
- Sanitary Interceptor Stream Crossing – Part 2. 0.36 acres +/-

Task 4 – Geotechnical Engineering

Some geotechnical engineering effort has already been performed for this project including some geotechnical subsurface investigation. The work to date has been published in *Boeckman Creek Sanitary Sewer Interceptor and Trail Design, Geotechnical Engineering Report* by Delve Underground dated July 2025. The scope for this subsequent phase of work will utilize the work previously performed, to the extent possible. Initial support of the design team will proceed with limited field tasks. Once an updated layout of retaining wall structures is completed by the design team, the existing subsurface information will be compared to the subsurface exploration needs of the structures and additional field explorations will be performed as necessary. That field work cannot be defined at the time of scoping so a general level of effort is described in a contingency task.

Task 4.1 – Initial Site Work

Review of Existing Geotechnical Information

A geotechnical hazard evaluation, field exploration, laboratory testing, and draft geotechnical data and engineering reports have been completed and files have been made available to the Consultant during the Request for Proposal period. Consultant will review readily available geotechnical information for the site.

Site Reconnaissance

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

Existing Instrumentation Monitoring

During the site visit, Consultant will perform a new baseline reading of all three existing inclinometers. The Consultant will perform three additional inclinometer readings. The schedule of these readings will be approximately December 2026, April 2027, and April 2028.

Task 4.2 – Preliminary Geotechnical Report

Consultant will work with the design team through the production of a redelivered 60% plan set. This coordination will include recommendations on site grading in order to reduce retaining walls, and recommendations on wall type alternatives.

Consultant will work with the design team to assist in determining appropriate factors of safety and design criteria.

Consultant will provide the following in a Preliminary Geotechnical Report based off of the existing reporting and data collected by others:

- Code-based seismic ground motion parameters based on existing geotechnical data.
- Bearing pressure, lateral sliding resistance, static and seismic settlement; lateral earth pressures for static and seismic cases, and slope stability analysis for MSE wall at the turnaround.
- Lateral earth pressures and slope stability analysis for up to two soldier pile fill retaining walls.
- Generic lateral earth pressures and slope stability for gravity walls.
- Evaluation of slope stability for standard cut and fill sections.
- Construction considerations.

Task C4.3 – Additional Subsurface Explorations (CONTINGENCY)

Contractor will perform up to six (6) geotechnical borings to supplement existing geotechnical data where subsurface information is needed for structures.

Contractor will perform an additional site reconnaissance. The site reconnaissance shall include the following work:

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

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

Consultant assumes that a ROW permit will not be necessary to complete the drilling of geotechnical borings located along the existing graded pathway that follows the existing sanitary sewer alignment. The City will obtain all Rights-of-Entry needed to access the boring locations with a track-mounted drill rig.

Subsurface Explorations

The Consultant shall complete six (6) borings to a depth of up to 50 feet each to support retaining wall design. The boring locations will be along the existing graded pathway. The borings will be drilled using a track-mounted drill rig and will be advanced using mud rotary and hollow stem drilling techniques. The borings will be supervised and logged by a geologist or engineer during drilling. Consultant shall perform exploration work in accordance with Federal, State, and Local regulations.

Specific boring locations will be based on the revised 60% plan set.

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

Assumptions:

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

Laboratory Testing

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

- Up to 24 natural moisture content determinations (ASTM D2216);
- Up to 3 particle size analyses (ASTM D422);
- Up to 3 plasticity index determinations (ASTM D4318), and
- Up to 2 suites of direct shear tests (D3080) – 3 tests in each suite.

Task 4.4 – Final Geotechnical Report

Geotechnical evaluation is anticipated to include subsurface soil and groundwater conditions, subgrade preparation, sewer interceptor design and construction recommendations for both open trench and trenchless installations, slope stability, retaining walls, drainage structures, fill materials, and trail surfacing.

Consultant assumes that there will be up to one (1) MSE wall, 250 feet long and up to 15 feet tall (exposed height); up to two (2) soldier piles walls, 150 feet long each and up to 10 feet tall (exposed height); and up to ten (10) gravity walls, 150 feet long each and up to 6 feet tall (exposed height).

Consultant shall evaluate slope stabilization alternatives and revise geotechnical engineering recommendations, if determined feasible by geotechnical professional, to reduce impacts of potential slope instability while considering project construction costs, height of retaining walls, impact on trees and natural features, and constructability factors.

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

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

Consultant shall perform slope stability analyses along the proposed path and sewer alignment to assess the need for improvement and mitigation alternatives in relation to the path and sewer improvements.

Consultant shall evaluate lateral earth pressures, bearing capacity, sliding resistance, and settlement for the MSE wall and for gravity walls.

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

- Evaluating wall types for the proposed path and sanitary sewer improvements
- Providing recommendations for the foundation design, estimate the foundation settlement and bearing capacities for the MSE and gravity retaining walls
- Providing lateral earth pressure and lateral load resistance recommendations for the soldier pile retaining walls
- Providing recommendations for site preparation, grading, drainage, and wet-weather earthwork procedures
- Providing recommendations for use and reuse of on-site soil and imported material for structural fill, and compaction criteria
- Providing excavation recommendations for the construction of the structure foundations

Consultant shall provide engineering recommendations for subgrade stabilization and bank stabilization for the improvements of the main path and sewer alignment.

Consultant shall provide geotechnical related construction considerations.

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

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

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

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

Task 4 Deliverables

- Draft Geotechnical Report
- Final Geotechnical Report

Task C4.5 – Additional Geotechnical Explorations (CONTINGENCY)

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

Consultant shall complete up to 2 geotechnical borings, each up to 50 feet deep. This includes a second mobilization and private utility locator. Assumptions are the same as listed in the above subtask for geotechnical site explorations.

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

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

Task 4.6 – Review of Plans and Specifications

Consultant shall provide review of plans and specifications for items related to geotechnical work including retaining walls, pavement, and constructability at each milestone deliverable.

Task 5 – Natural Resources Assessment and Environmental Permitting

A wetland delineation report for the Project has been completed and approved by the Oregon Department of State Lands (WD #2024-0292). The final report and approval documents has been made available to the Consultant during the Request for Proposal period.

Assumptions:

- Permits will generally follow the existing alignment and impact footprint
- Significant design changes affecting wetlands, waterways, or tree removal may require: Permit modifications, additional mitigation
- No additional Permits required beyond current assumptions
- No mitigation banking design included unless specified

Task 5.1 – Tree Evaluation

A tree survey and inventory with tree tag identification has been completed for the Project and has been made available to the Consultant during the Request for Proposal period. Consultant review and update of the tree inventory is anticipated as part of the Project work.

Arborist shall review and update the existing draft tree inventory and coordinate with the design team to update the existing draft tree protection and removal plan with the goal of maintaining the character of the Boeckman Creek greenway corridor as much as practicable during and after construction of the sewer and trail improvements. Arborist will assess and recommend measures to protect existing trees and identify trees for removal if sufficient protection is not possible and survivability is unlikely.

Design team will coordinate with Arborist to identify the proposed limits of work to reassess trees, update and supplement the existing tree data to include crown radius and condition, where applicable, in addition to verifying the existing species and diameter data. Healthy, high-quality trees previously planned for removal will be identified early in the process to inform where design alternatives for protection should be considered. Arborist will review the tree protection and removal plan as design advances, provide recommendations for tree protection and removal, and develop tree protection specifications.

In addition to the kickoff meeting and team meetings, the Project Arborist will attend one on-site meeting with the City and Consultant project manager to identify high quality significant trees that should be top priorities for preservation to help inform where site plan alternatives for protection should be considered during redesign.

Tree Assessment Fieldwork

Limited to approximately 500 trees potentially impacted by the proposed construction, or otherwise requiring tree protection measures, to collect complete tree inventory data to inform design, more thoroughly evaluate potential tree impacts, and develop tree protection specifications.

Assumptions:

- The existing tree data prepared by others will serve as the basis for our work.
- Survey shall be updated to eliminate trees that were previously removed with the BRCP and Boeckman Creek Design projects.
- Survey shall verify that trees requiring reassessment are tagged with numbers corresponding to the exhibits provided to the arborist and consistent with the existing tree data.
- Exhibits will be provided to the arborist prior to fieldwork clearly depicting tree point number labels and showing the preliminary limits of proposed work based on redesign

including areas for access, staging, stockpiling, and construction (grading, walls, paving, pipe alignment and width, etc.). Trees that are located within the limits of proposed grading and new construction and clearly impacted by the proposed work shall be marked with an X for removal and will not be reassessed. Trees located well beyond the proposed limits of work shall be classified as unaffected and will also not be included in the reassessment. Consultant will coordinate with Arborist in preparing these exhibits to clearly identify which trees are within the scope of the reassessment fieldwork.

- The assessment will generally include trees located within 30' of the proposed limits of work that are not planned for removal due to direct construction impacts or are otherwise clearly unaffected by the proposed work; only trees that are questionable for removal or that require tree protection during construction will be part of the assessment..
- Arborist will use the existing tree data to verify species and visually confirm tree diameter; diameter data will only be updated if there is a drastic difference between the existing data and what is observed during the fieldwork and shall therefore be approximate rather than precise.
- For trees within the limits of this reassessment, crown radius data will be collected, a general condition rating will be assigned, and notable defects will be recorded.
- This additional data will be used by the design team to plot driplines to scale around the existing trees for coordination with MHA to determine treatments for tree removal and protection. The design team will utilize the data to inform design alternatives and make updates to the site plan as feasible to preserve healthy existing trees. Dead or dying trees or trees with severe defects may be recommended for removal or snag creation depending on proximity to proposed work or new infrastructure. Invasive species trees will be the lowest priority for preservation. Healthy existing trees with moderate to good structure will be the highest priority for preservation. Tree plan drawings will be prepared by WSP or Greenworks.
- Trees shall be reasonably accessible for visual assessment (free of blackberries and poison oak) and site access shall be authorized for complete visual inspection. Right of Entry (ROE) will be needed beyond the easement boundary for complete visual assessment. If ROE is not provided, the easement boundary must be clearly marked on the ground throughout the entire length of the project corridor and visual tree assessment will be limited to the easement; crown radius may be visually approximated, and not all tree defects will be visible.

Tree Plan Coordination

Following the tree assessment fieldwork, and as design advances, the design team will update the tree plan drawings. Arborist will review up to three tree plan iterations and provide comments to the design team to update and finalize the plans. Arborist will update and finalize the tree data as design advances and prepare tree protection specifications. Tree plan coordination includes up to two on-site meetings and two design team conference calls as described under the Summary of Anticipated General Meetings.

Task 5.1 Deliverables:

- List of healthy, high-quality trees by tree tag number identified during the tree reconnaissance site meeting as being high priorities for preservation to inform design.
- Draft tree inventory data including tree number, species and diameter from the existing inventory, crown radius and condition where applicable, and treatments (unaffected, retain, remove, create snag, etc.) based on updated 60% design and then 90% design.
- Tree protection specifications.
- Final tree data with treatments updated based on 100% final design.

Task 5.2 – Environmental Permitting

A draft Joint Permit Application (JPA) for a United States Army Corps of Engineers Clean Water Act Section 404 Nationwide #58 Permit and an Oregon Department of State Lands Individual Permit have been prepared. Consultant shall revise and update the JPA and submit to the regulatory agencies. Consultant shall revise and update the stormwater management plan and submit for a Clean Water Act Section 401 certification from the Oregon Department of Environmental Quality. All draft files and permit applications have been made available to the Consultant during the Request for Proposal period.

A draft Biological Assessment for Endangered Species Act compliance has been prepared for the project. Pending a redesign to determine if the project can comply with SLOPES, Consultant shall revise and update the biological assessment documents and initiate individual consultation with the National Marine Fisheries Service. All draft files and reports will be made available to the Consultant during the Request for Proposal period.

Boeckman Creek is known to support Native Migratory Fish (NMF) per Oregon's Fish Passage Law. Consultant shall design trail, pipeline, and culvert crossings of Boeckman Creek to meet Oregon Department of Fish and Wildlife (ODFW) hydraulic and streambed simulation fish passage design criteria and prepare fish passage plans in ODFW format that document post-project fish conditions and compliance with applicable fish passage criteria. All draft fish passage documents created to date have been made available to the Consultant.

Consultant will conduct a Stream Function Assessment (SFAM) within the creek corridor. Prior to collecting data in the field, maps and other data will be assembled in the office to facilitate the field work. Data collected in the field will be transferred from data forms into the SFAM Excel spreadsheet. The Excel spreadsheet will result in an assessment of four grouped functions and eleven specific functions of the creek. Consultant will prepare a memorandum summarizing the results for inclusion in the application. An electronic copy of the SFAM Excel spreadsheet that can be given to DSL and the Corps.

Consultant shall prepare an Erosion and Sediment Control Plan for the Project meeting City of Wilsonville 1200-CA permit requirements and submit to Oregon Department of Environmental Quality (DEQ) for approval.

Task 5.2 Deliverables:

- Draft and Final Joint Permit Application

- Draft and Final Biological Assessment
- Draft and Final Stream Function Assessment and memorandum,
- Draft and Final Erosion and Sediment Control Plan

Task 5.3 – Archaeological survey

An archaeological survey under Archaeological Permit #3687 has been completed for the Project and incorporated into a cultural resources survey received by the Oregon State Historic Preservation Office (Case No. 24-1053) and is awaiting consultation with United States Army Corps of Engineers as part of the Joint Permit Application. All associated files and permits have been made available to the Consultant during the Request for Proposal period.

A hazardous material corridor study has been completed for the Project. No environmental issues were found that could potentially impact the proposed Project construction. No additional analysis is anticipated.

Task 5.3.1 – Cultural Resource Coordination Meetings

Under the base contract, the cultural resource consultant will participate in up to 2 2-hour team meetings as well as informal coordination with the project team to advise on cultural resource considerations for the project design.

As the project design is refined, areas may be added to the APE that was surveyed for cultural resources. Additional cultural resource survey and reporting would be needed for added areas to comply with Section 106 of the National Historic Preservation Act. One update to the project APE is assumed, with no more than 2 acres of added area in total.

Task C5.3.2 – SHPO Permit Application (CONTINGENCY)

A SHPO Permit may be needed for additional archaeological survey. The cultural resource consultant would prepare and submit a SHPO permit application. Artifacts collected under SHPO Permit will need to be curated at a museum. A curation fee will apply to curated artifacts. Up to 10 artifacts may be curated.

Task C5.3.3 – Additional Cultural Resource Investigation (CONTINGENCY):

The cultural resource consultant would survey the added APE for archaeological and historic resources. Up to 4 shovel tests may be excavated to a depth of 50 cm (20 in) below the surface. Excavated sediments will be screened through nested ¼” and 1/8” hardware cloth to identify artifacts. Under SHPO permit, up to 10 artifacts will be collected. Shovel tests will be backfilled. Up to one archaeological resource is assumed to be found. No historic resources are assumed to be in the added area. A combined cultural resource survey addendum report will be prepared with up to one appended SHPO site form. The project team should submit the addendum report to the United States Army Corps of Engineers.



Task 6 – Public Involvement

Task 6.1- Public Involvement Strategy

The Consultant will develop and execute a public involvement plan (PIP), building off of previous engagement done in 2022-2024. One additional update to the PIP may be made during Phase 1 as needed.

Assumptions

- The Consultant will review materials from previous engagement conducted between 2022-2024, including open houses, fact sheets, and digital communications.
- The Consultant will lead the development of the updated PIP with City input. The updated PIP will be structured to incorporate existing feedback and engagement strategies as the foundation for outreach.
- The PIP will also include key audiences, schedule, engagement tactics, key messages, success measures, and roles and responsibilities between City, Subconsultant and Consultant. The engagement schedule and tactics will be sequenced in accordance with design, development, and construction start.
- The PIP will include a list of interested parties, and the Consultant will update it no less than once per quarter throughout Phase 1.
- The City will review one draft and one final copy of each deliverable.

Task 6.1 Deliverables

- Updated PIP

Task 6.2- Public Events

The Consultant will prepare and execute up to two events. The Advanced Design Open House will be public facing. The Consultant will also support up to one presentation to update Wilsonville City Council.

Assumptions

- For public facing events, Consultant will develop an event plan for City review, including outreach and notification which will be executed as part of Task 6.3.
- Consultant will develop presentation slides for each event, inclusive of graphics developed in task 6.4.
- Additional materials may be used, including fact sheets, exhibits, photographs, graphic illustrations and visualizations, which will be developed as part of task 6.4.
- Up to 4 Consultant staff will staff events in person.
- Up to 2 Consultant staff will attend City of Wilsonville committee presentations in person.
- City will provide translation or interpretation services at events as needed.
- The City will review one draft and one final copy of each deliverable.

Task 6.2 Deliverables

- Up to 2 draft and final event plans per event
- Up to 2 draft and final event summaries per event

- Up to 4 draft and final presentations with associated talking points per event

Task 6.3- Digital Outreach

Digital outreach will be used to inform community members of upcoming events and share information about project status.

Assumptions

- The Consultant will develop content for the City's existing public engagement tools, including Mailchimp, SlickText, Let's Talk, Wilsonville!. Frequency of updates via these platforms will be sequenced with other project milestones.
- The Consultant will use the list of interested parties and key audiences identified in the PIP, as developed in Task 6.1, to inform digital outreach messaging and materials.
- The City will be responsible for distributing content and finalized materials through the desired platforms.
- The Consultant will develop one survey with up to 10 questions in support of public engagement events. Surveys will be run through Let's Talk, Wilsonville! or through a WSP survey tool available at no additional cost to the client.
- The Consultant will review and analyze survey results and compile a comprehensive summary of feedback and key takeaways.
- City will provide translation services for digital outreach materials and surveys as needed.
- The City will review one draft and one final copy of each deliverable.

Task 6.3 Deliverables

- Up to 2 updates, at key milestones, updates for Let's Talk, Wilsonville!
- Up to 5 email updates, approximately every quarter, through Mailchimp
- Up to 10 text campaigns updates, approximately every other month, through SlickText
- Up to 1 draft and final surveys and survey summaries

Task 6.4- Material Development

The Consultant will develop a suite of materials for the project, building off of previous outreach materials from 2022-2024. Consultant shall prepare public information materials, including fact sheets, postcards, photographs, communications, and exhibits. Subconsultant shall prepare graphic illustrations and visualizations needed to support the planned activities.

Assumptions

- Up to 2 fact sheets will be developed. Up to 2 revisions to each fact sheet will be made.
- Consultant will develop draft and final FAQs and standard talking points.
- Consultant will make up to 2 revisions to FAQs.
- Consultant will develop up to 12 exhibits for public events, 6 for each event, and up to 4 updates.
- City will provide translation services for materials as needed.
- The City will review one draft and one final copy of each deliverable.

Task 6.4 Deliverables

- Up to 2 draft and final fact sheets
- Up to 4 revised fact sheets.
- Up to 2 draft and final FAQ sheets
- Up to 2 draft and final sets of standard talking points
- Up to 12 draft and final exhibits
- Up to 4 revised exhibits

Task 6.4.1- Graphics and Renderings

The Consultant will work with Subconsultant for graphic design and video support.

Assumptions

- Subconsultant will develop graphics, which may include but are not limited to maps, timelines and illustrations and ensure 508 accessibility compliance of all public facing materials.
- Subconsultant will provide graphic design production for factsheets, postcards, and exhibits and ensure 508 accessibility compliance of all public facing materials
- The Subconsultant will propose a cost-effective strategy to produce a rendered animation and flythrough of corridor improvements and impacts. The Subconstulant, Consultant and City will develop a voiceover script for the rendered animation of project improvements and impacts.

Task 6.4.1 Deliverables

- Up to 6 draft and final graphic illustrations
- Graphic design production for deliverables as outlined in Task 6.4
- 1 draft and final voiceover script
- Up to 1 draft and final fly-thru rendered animation
- Up to 1 draft and final rendered animation

Task 7 – Advance (60%) PS&E

Task 7.0 – Advance (60%) Design Validation and Re-Baseline

Consultant shall perform a structured review of all existing 60% design documents, (including design criteria and recommendation reports).

Consultant shall:

- Identify opportunities to improve the design through refinement, simplification, and resolution of inconsistencies or incomplete elements.
- Evaluate constructability and key cost drivers, including retaining walls, site access, and construction sequencing.
- Confirm and document design criteria and assumptions, including geotechnical conditions, hydraulic requirements, and trail design standards.

Consultant is expected to utilize as much of the existing design documents as possible to advance design work to completion and prepare construction bid documents. However, review

and update of slope stabilization design based on the results of Task 4 Geotechnical Investigation, as well as trail/maintenance access and sewer interceptor design is expected to minimize retaining wall heights and wall type complexity/costs, as well as temporary and permanent construction impacts to the Boeckman Creek greenway corridor.

Assumptions

- One (1) formal City workshop to confirm design direction and approvals (covered under task 1.2)

Task 7.0 Deliverables

- Technical Memorandum documenting findings, recommended design approach, and approved basis of design (including design criteria) moving forward

Task 7.1 – Advance (60%) Design Plans

Consultant shall prepare a complete set of advance design plans, special provisions, and cost estimate, including a stormwater drainage report, construction access plan, sewer bypass plan, and trail amenities plan. A draft landscape restoration approach shall be included with the advance design package, addressing tree and shrub restoration of the Boeckman Creek greenway and response to neighborhood trespassing concerns through landscape design.

Consultant shall prepare, in collaboration with City Project Manager, Project Special Provisions for Project based on 2018 ODOT Standard Specifications and 2017 Wilsonville Public Works Standards. City will provide standard Wilsonville Special Provisions for inclusion in the project special provisions. City will add advance plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the final design documents.

Assumptions

- Consultant will evaluate alternatives to reduce retaining wall length and height, including: Alignment shifts, grading modifications, trail section adjustments.
- The following retaining wall assumptions have been utilized, to estimate the level of effort required to complete final retaining wall(s) design and construction bid documents. These assumptions reflect the intent of the remaining design progression to minimize total number of retaining walls, their total length, wall heights, and wall complexity:
 - There will be a total of 3 wall types and 13 different retaining walls with a combined length of 2,050 feet comprised of the following:
 - One Mechanically Stabilized Earth (MSE) Wall approximately 250 foot-long with maximum height (H) less than 20 feet.
 - Two Soldier Pile Walls (SPW) with average length each approximately 150 feet and maximum H less than 15 feet.
 - Ten Gravity Walls (GW) with average length each approximately 150 feet and maximum H less than 10 feet.
 - Total number of wall locations are assumed to be 13, which is a reduction from the 22 total walls in the previous design. The combined total wall length is 2,050

feet for an approximate 50% decrease in the total wall length from the previous design.

- Significant deviations (greater than $\pm 10\%$ of wall quantity or height) may require a scope amendment
- Primary pipe installation methods assumed to be open cut and pipe bursting, and are assumed to have the same limits as shown in the existing 60% design.
- The horizontal alignment of the sanitary sewer will not require substantial revisions, with no more than 15% by length requiring realignment from the existing 60% design.
- Contractor access assumed via [trail corridor / defined points]
- Limited work windows or environmental restrictions not yet defined
- CADD files for plan sheets and sheet cut layouts will be provided from previous work

Task 7.1 Deliverables

- Electronic Deliverable Package Including:
 - 60 percent plan set in PDF format
 - Engineers estimate of probable project costs in MS Excel format
 - Project Special Provisions in MS Word and PDF formats
 - Project design schedule update in PDF format (Design effort only)
 - Draft Stormwater Report in PDF format
- 60 Percent Design Drawings to include:
 - Cover Sheet, Notes and Legend (5 sheets)
 - Erosion and Sediment Control Plans and Details (17 Sheets)
 - Dewatering Plans and Details (4 Sheets)
 - Traffic Control Plans and Details (8 Sheets)
 - Existing Conditions Plan (18 Sheets)
 - Tree Protection & Removal Plans (18 Sheets)
 - Tree Inventory Tables (7 Sheets)
 - Sanitary Sewer Plan & Profile (18 Sheets)
 - Sewer Detail Sheets (6 Sheets)
 - Shared Use Path Typical Sections (2 Sheets)
 - Shared Use Path Plans (18 Sheets)
 - Shared Use Path Profiles (18 Sheets)
 - Shared Use Path Overlook Platform Details (4 Sheets)
 - Culvert Profiles (2 Sheets)
 - Stormwater Details (4 Sheets)
 - Construction Access Plan (4 Sheets)
 - Misc Detail Sheets (10 Sheets)
 - Landscape & Restoration Plans and Details (19 Sheets)
 - Retaining Wall Plans & Details (19 Sheets)
 - Gesellschaft Channel Plans, Profiles and Details (10 Sheets)
 - Sewer by-pass Plans (10 Sheets)

Task 8 – Final (90%) Design Documents

Consultant shall prepare a complete set of final design plans (See Task 7 for Sheet List), special provisions, bid schedule, bid item descriptions, and construction cost estimate. Final design documents shall incorporate all permitting conditions of approval and mitigation resulting from property acquisition negotiation. Consultant shall include the advance design comment log with responses to each comment.

City will add final plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the final construction documents.

Task 8 Deliverables

- Electronic Deliverable Package Including:
 - 60 percent comment response in MS Excel Format
 - Electronic copy of the 90 percent plan set in PDF format
 - Engineers estimate of probable project costs in MS Excel format
 - Project Special Provisions in MS Word and PDF formats
 - Project design schedule update in PDF format
 - Final Stormwater Report in PDF format

Task 9 – Final Construction Bid Documents

Consultant shall prepare a final set of construction bid documents, including final design plans and special provisions stamped and signed by a Professional Engineer registered in the State of Oregon, as well as a final bid schedule, bid item descriptions, and construction cost estimate.

Task 9 Deliverables

- Electronic Deliverable Package Including:
 - 90 percent comment response log in MS Excel Format
 - Electronic copy of the Final stamped and signed plan set in PDF format
 - Engineers estimate of probable project costs in MS Excel format
 - Final Bid Schedule
 - Project Special Provisions in MS Word and PDF formats
 - Project design schedule update in PDF format
 - Final Stormwater Report in PDF format

Task 10 – Property Acquisition

Consultant shall identify location of necessary permanent and temporary easements needed for the project. Consultant shall provide legal descriptions for all acquisitions and provide survey and field staking in support of property assessor and right-of-way agent activities.

All Project related property acquisition documents to date, including title reports, existing easements, and ownership information for all properties within the project area and draft easement files, will be made available to the Consultant.

Consultant shall review existing property acquisition documents and determine if additional work is necessary. The City anticipates new legal descriptions will be necessary for all acquisitions as advance design documents are revised and approach completion of Task 7.

City to provide services of qualified real estate professionals, including property assessors and right-of-way agents, under a separate contract. Consultant shall support City and real estate professionals in property acquisition activities as needed, including answering design related questions and construction document modification based on acquisition settlement agreements.

City will obtain right-of-entry agreements from property owners necessary for Consultant to perform any additional field work on private property.

Task 10.1 – Legal description and Exhibit edits

Consultant will provide edits for up to fourteen (14) properties

Task 10.2 – Easement staking

Consultant will stake proposed easements for up to fourteen (14) properties

Task 11 – Bidding Assistance

Consultant shall assist the City during Project construction bidding. The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process. Consultant shall prepare response to potential construction contractor and supplier technical questions about the plans and specifications at the request of the City. Consultant shall review addenda and assist with preparation of up to 2 addenda necessary to clarify the construction bid documents upon request.

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

Phase 2 – Construction Engineering Services (RESERVED)

EXHIBIT B Page 1 of 8
(EO version 10/7/08)

[illegible]

Wilsonville Boeckman Creek Interceptor and Trail															
AINW															
Employee Name		Jo Reese	Eva Hulse	Andrea Blaser	Sam Gordon	Mike Lorain	Jason Cowan	Lisa Lohrke	TSD	Eric Imman	Betsy Simpson				
Title		Title	Title	Title	Title	Title	Title	Title	Title	Title	Title	Title			
Billing Rate		\$277.00	\$250.00	\$250.00	\$120.00	\$124.00	\$123.00	\$123.00	\$123.00	\$123.00	\$123.00				
Task #	Billing Rate	Title	Title	Title	Title	Title	Title	Subtask	Title	Title	Title	Hours	Labor	Direct Expenses	Total Budget
6	Natural Resources Assessment and Environmental Permitting	1	26	6	19	50	6	15	10	6	1	17	148	\$ 24,529	\$ 940 = 25,479
6.1	Cultural Resources												0	\$	
6.1.1	Meetings		6							1			7	\$ 1,513	\$ 1,513
6.1.2	SRPO Permit Application (contingency)	1	10			15	2	15		1		17	61	\$ 10,809	\$ 10,809
6.1.3	Additional Cultural Resource Investigation (Contingency)		10	6	19	35	4		10	5		80	\$ 12,217	\$	\$ 12,217
6.1.3.0E	Direct Expenses (CONTINGENCY)													\$ 901	\$ 901
6.1.3.0E	Direct Expenses (CONTINGENCY)													\$ 39	\$ 39
6.1.3E	Direct Expenses													\$	\$
Task Totals		1	26	6	19	50	6	15	10	6	1	17	7	\$ 1,513	\$ = 1,513

Wilsonville Boeckman Creek Interceptor and Trail							
		Morgan Holen & Associates					
Employee Name		Morgan Holen					
Title		Consulting Architect	Hours	Labor	Direct Expenses	Total Budget	
Task #	Billing Rate	\$150.00					
Natural Resource Assessment and Environmental Permitting							
E-1	Tree Evaluation	175	175	\$ 34,125	\$ 44	\$ 34,169	
E-DE	Direct Expenses				\$ 44	\$ 44	
Task Totals		175	175	\$ 34,125	\$ 44	\$ 34,169	

Wilsonville Boeckman Cre											
PHS											
Employee Name		John van Boven	Wetland Scientist 2	Wetland Scientist 1	Graphics Specialist	Technical Editor					
Title		Environmental Project Manager	2	1	Graphics Specialist	Technical Editor	Hours	Labor	Direct Expenses	Total Budget	
Task #	Billing Rate	\$115.00	\$145.00	\$138.00	\$110.00	\$100.00					
Natural Resources Assessment and Environmental Permitting											
E.1	Tree Evaluation	145	170	80	50	29	454	\$ 72,505	\$ 44	\$ 72,549	
E.2	Environmental Permitting	145	170	80	50	29	454	\$ 72,505		\$ 72,505	
E.DF	Direct Expenses									\$ 44	\$ 44
Task Totals		145	170	80	50	29	454	\$ 72,505	\$ 44	\$ 72,549	

Winnville Boeckman Creek Interceptor and Trail													
Greenworks													
Employee Name		Mia Fala	Andrew Holder	Wes Stogner	Gregory Burns	Yanyu Chen	Celia Hensley	Mikayla McFalls	Patricia Sandaker				
Title		Project Manager	Project Manager	Landscaper	Landscaper	Landscaper	Landscaper	Landscaper	Project Administrator				
Billing Rate		\$200.00	\$200.00	\$180.00	\$170.00	\$134.00	\$121.00	\$100.00	\$150.00				
Task #		Hours	Labor	Direct Expenses	Total Budget								
1	Project Management	0	40	0	0	0	0	0	12	80	\$ 11,600	\$ -	\$ 11,600
1.1	Project Management									0	\$ -		\$ -
1.2	Meetings	0	40						12	80	\$ 11,600		\$ 11,600
1.3	QA/QC									0	\$ -		\$ -
1.DE	Direct Expenses										\$ -		\$ -
2	Public Involvement	0	20	0	0	80	0	0	0	100	\$ 14,720	\$ -	\$ 14,720
2.1	Public Involvement Strategy									0	\$ -		\$ -
2.2	Public Events									0	\$ -		\$ -
2.3	Digital Outreach									0	\$ -		\$ -
2.4	Material Development									0	\$ -		\$ -
2.4.1	Graphics Illustrations	20			80					100	\$ 14,720		\$ 14,720
2.DE	Direct Expenses										\$ -		\$ -
3	Advance 80% Design Documents	15	180	20	0	0	136	0	0	331	\$ 55,516	\$ -	\$ 55,516
3.0	Verification									0	\$ -		\$ -
3.1	Advance 60% PSE	15	180	20			136			331	\$ 55,516		\$ 55,516
3.DE	Direct Expenses										\$ -		\$ -
4	Final 80% Design Documents	0	80	16	0	0	82	0	0	196	\$ 31,860	\$ -	\$ 31,860
4.0	Final 50% PSE	0	80	16			82			196	\$ 31,860		\$ 31,860
4.DE	Direct Expenses										\$ -		\$ -
5	Final Construction Bid Documents	0	80	0	0	0	72	0	0	148	\$ 23,316	\$ -	\$ 23,316
5.1	Final PSE	0	80	0			72			148	\$ 23,316		\$ 23,316
5.DE	Direct Expenses										\$ -		\$ -
11	Bidding Assistance	0	0	0	0	0	0	0	0	0	\$ 1,600	\$ -	\$ 1,600
11.1	Bid Assistance		0							0	\$ 1,600		\$ 1,600
Task Totals		34	562	44	0	80	300	0	12	840	\$ 136,620	\$ -	\$ 136,620

Wilsonville Boeckman Creek Interceptor and Trail													
S&F Land Services													
Task #	Title	SR Survey Manager	S Project Manager	Sr CAD Tech	Data Specialist	Accounting	Party Chief	Chairman	GNSS Manager	Hours	Labor	Direct Expenses	Total Budget
		Bidding Plan	\$270.00	\$268.00	\$138.00	\$138.00	\$61.00	\$170.00	\$150.00	\$180.00			
Planning & Survey													
1.1	Site/Topo/Design Survey	4	26	79	17	1	126	126	16	496	\$ 82,778	\$ -	\$ 82,778
1.2	Additional Site/Topo/Design Survey (Contingency)									0	\$ -	\$ -	\$ -
1.3	Pre-Construct Record of Survey	2	12	30	9		50	50	10	181	\$ 27,846	\$ -	\$ 27,846
1.3	Additional Site/Topo/Design Survey (Contingency)												
2	Property Acquisition	2	22	80	0	0	32	32	14	166	\$ 24,136	\$ -	\$ 24,136
2.1	14 Leases Review / EDRs	1	16	40					2	71	\$ 10,238	\$ -	\$ 10,238
2.2	Easement/Right-of-Way	1	6	40			32	32	7	92	\$ 13,898	\$ -	\$ 13,898
Task Totals		4	46	90	9	1	104	104	30	281	\$ 99,660	\$ -	\$ 99,660

Wilsonville Boeckman Creek Interceptor and Trail

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