EXHIBIT A

Progressive Design-Build Agreement
Boeckman Road Corridor Project

PROGRESSIVE DESIGN-BUILD AGREEMENT
BOECKMAN ROAD CORRIDOR PROJECT

CONTRACT NO.

PARTIES: City of Wilsonville, Oregon (the "City or Owner")
29799 SW Town Center Loop E
Wilsonville, OR 97070

Sundt Construction, Inc. and Tapani Inc.
(d/b/a) Tapani | Sundt A Joint Venture ("Design-Builder")
11175 SW Elligsen Way
Sherwood, OR 97140

RECITALS:

A. City selected Design-Builder to perform work for the City by a competitive proposal process. Design-Builder's Proposal earned the highest total score from all proposals received.

B. This Agreement contemplates a limited initial scope of work by the Design-Builder for Pre-Construction Design, including Preliminary Engineering and Construction Document Development for one or more Subproject(s) in the Project. The Parties intend for the Design-Builder to later submit a proposal for the completion of design and construction, based on the Construction Documents for the first Subproject(s) identified in the Scope of Work. If the parties reach an agreement as to the terms of the Design-Builder's Construction Proposal for one or more Subproject(s), the parties will enter into a Guaranteed Maximum Price Amendment ("GMP Amendment") for the construction of the Subproject(s), based on the terms of this Agreement. Contingent on allocation of funding and the City's needs, in the City's sole discretion, the Design-Builder may also perform design work and submit proposals for construction of one or more additional Subproject(s), based on the Construction Documents for each additional Subproject.

AGREEMENT:

1. DEFINED TERMS

Unless defined in this Agreement, capitalized terms have the meanings assigned to them in the General Conditions.

2. TERM; SCOPE OF WORK; INCORPORATION OF DOCUMENTS

A. Term. This Agreement shall be effective when signed by both parties and Contractor has submitted the required certificates of insurance. Performance and payment bonds must be provided to the City prior to the execution of the GMP Amendment . It shall remain in effect until the work on the project has been completed, the improvement accepted by the City, and the warranty period has expired. The expiration of the term does not affect any right that arose prior to expiration, and terms that by their nature survive expiration shall remain in effect after expiration.

1. Work shall commence as stated in the notice to proceed from City to Contractor.

B. The Work may include, at the direction and sole discretion of the City, design and construction of the Project or any portion thereof, prepared by Design-Builder and accepted by the City in writing (individually, “Subproject” and collectively, “Subprojects”).

1. CIP #4212 Boeckman Dip Bridge
2. CIP #4205 Boeckman Road Improvements
3. CIP #4206 Canyon Creek/Boeckman Signal
4. CIP #2102 Boeckman Road Sanitary Sewer

All provisions of this Agreement apply to each Subproject, or portion thereof, as it proceeds at the sole direction of the City, whether any Subproject is proceeding in whole or in part, individually or in connection with any other Subproject, unless any subproject has been removed from the Scope of Work by a Change Order or Change Directive.

C. Collaboration. The Parties intend through this Agreement to establish a collaborative environment where all parties contribute their best efforts for the benefit of the Project rather than the benefit of individual parties. The Parties agree to work together to create a culture of open and honest communication. The Parties agree to resolve disputes at the lowest level possible, including following the dispute resolution provisions in this Agreement. The Parties agree to integrate the design and construction teams as early as possible.

D. The Design-Builder must provide all things necessary for the complete performance of the Work, which includes, but is not limited to, Preliminary Engineering, Construction Document development, and, at the direction of the City, Design Development and / or preparation of the Construction Proposal.

E. Upon execution of the GMP Amendment, if any, the Work may include, but not be limited to, Design Development, Construction Document development,

and performance of construction Work for identified Subproject(s). Further GMP Amendments may be executed by the Parties for Design Development, Construction Documents, and performance of the Construction Work for subsequent Subprojects, as requested by the City.

F. The Work must be performed in accordance with the terms of the Agreement.

G. This Agreement consists of the main text of this Progressive Design-Build Agreement and the following exhibits:

1. Exhibit 1, Design-Build General Conditions

2. Exhibit 2, GMP Amendment Form

3. Exhibit 3, Scope of Work

4. Exhibit 4, Compensation

H. In addition, the following documents are part of the Design-Build Documents and are binding on the parties:

1. Written amendments to this Agreement signed by both parties

2. Change Orders and Change Directives

3. Notice to Proceed

4. Oregon Standard Specifications (2018 Oregon Standard Specifications for Construction (OSSC)) and City of Wilsonville Special Provisions to the OSS General Conditions

5. Special Provisions to the OSSC including any Supplemental Specifications

6. Construction Documents, as they are developed by Design-Builder and approved by the City

I. The City Engineer, or designee, will resolve any discrepancies between these documents. The following order of precedence (highest to lowest) shall apply to any review by the City Engineer or reviewing court. The terms of this Agreement and all exhibits, as set forth in Section 2.E., control over any inconsistent provision of any document other than a Change Order because this Agreement was prepared by the City Attorney's office and other contract documents may be prepared by consultants or other third parties who are not aware of the City's contract policies.

J. Agreement amendments and Change Orders, with those of later date having precedence over those of an earlier date;

1. This Agreement, including exhibits

2. Project Special Provisions to the 2018 Oregon Standard

   Specifications for Construction

3. City of Wilsonville Special Provisions to the 2018 Oregon Standard Specifications for Construction

4. 2018 Oregon Standard Specifications for Construction

5. Project Drawings

6. City of Wilsonville Standard Drawings

7. OSS Standard Drawings

8. Figure dimensions, and dimensions that can be computed, on plans shall take precedence over scale dimensions.

K. Nothing in this Agreement shall be considered as an acceptance of the terms of the Proposal if the terms of the Proposal conflict or are otherwise incompatible with the express terms contained in this Agreement and Exhibits or in the City's request for proposals.

L. Design-Builder acknowledges that it has or has access to all the contract documents referred to in this Section and agrees to comply with all the contract documents.

3. EXAMINATION OF THE SCOPE OF WORK AND THE SITE

By executing this Agreement, the Design-Builder represents that its representatives have reviewed the City's Scope of Work and visited the Project site, become familiar with the local conditions under which the Work is to be completed, correlated their personal observations with the requirements of the Contract, and confirmed that the information contained in the City's Scope of Work complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

4. DESIGN-BUILDER'S DUTIES AND STATUS

A. General Duties

1. The Design-Builder recognizes the relationship of trust and confidence established between the Design-Builder and the City by the

Agreement. With respect to all construction activities, the Design-Builder shall furnish its best skill, judgment, and cooperation in furthering the interests of the City. With respect to all design and professional service activities, the Design-Builder shall apply the technical knowledge and skill applied by similar designers and professionals in good standing where the Project is located.

2. The Design-Builder must comply with any applicable licensing requirements in the jurisdiction where the Project is located, including but not limited to ORS 701.026(1).

3. The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the City.

4. The Design-Builder agrees to furnish efficient business administration and superintendence, to use every effort to keep an adequate supply of design professionals, workers and materials on hand at all times, and to perform construction activities for the Work in the best and most sound way and in the most expeditious and economical manner consistent with the interests of the City.

5. The Design-Builder's Designer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Design-Builder will cooperate with the City Engineer or designee and Owner's Representative and utilize the Design-Builder's professional skill, efforts and judgement in furthering the interests of City; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in conformance with the terms and conditions of the Design-Build Documents in an expeditious and economical manner consistent with the interests of City.

6. When the Design-Build Documents require that a Subcontractor provide design professional services or certifications related to materials or equipment, or when the Design-Builder in its discretion provides such design services or certifications through a Subcontractor, the Design-Builder shall cause such design professional services or certifications to be provided by a properly licensed design professional, whose stamp and signature shall appear on all drawings, calculations, specifications, and certifications.

B. Project Staffing

1. The following persons will serve in the following roles for the Design-Builder:

   a. Project Principal: Tapani | Sundt A Joint Venture, Ken Kubacki

   b. Preconstruction Project Manager: Tapani | Sundt A Joint Venture, Ryan Silbernagel

   c. Project Engineer: TBD at time of Guaranteed Maximum Price

   d. Estimator: Tapani | Sundt A Joint Venture, Mike James

   e. Construction Project Manager: Tapani | Sundt A Joint Venture, Ryan Silbernagel

   f. Construction Superintendent: Tapani | Sundt A Joint Venture, Nathan Kaski

   g. Scheduler: Tapani | Sundt A Joint Venture , Nick Hendershot

   Unless they leave the employ of the Design-Builder, the above-named persons must serve in these positions throughout the duration of the Design-Builder's performance of the Contract except as approved otherwise in writing in advance by the City. Persons named to replace those set out above must be approved in writing in advance by the City, and shall shadow the person they are replacing at no cost to the City for at least two-weeks prior to stepping into the role. The City's approvals as required by this subsection will not be unreasonably withheld.

   The following person or entity will serve as the Designer for the Design-Builder:

   a. Design Project Manager: KPFF Consulting Engineers, Curt Vanderzanden

   b. Traffic Control Design: Kittleson & Associates, Wade Scarborough

   c. Civil Design Lead: KPFF Consulting Engineers, Brian Nigg

   d. Geotechnical/Foundation Engineering: Hart Crowser, Dan Trisler

e. Environmental lead Pacific Habitat Services, John van Staveren

f. Bridge Design Lead: KPFF Consulting Engineers, Craig Totten

g. Landscape Design: Greenworks, Mike Faha

2. The Design-Builder may not employ personnel, or contract with Designers, Subcontractors or suppliers, to whom the City has made reasonable and timely objection. The Design-Builder will not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

3. If the City has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder must propose another to whom the City has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Guaranteed Maximum Price and Contract Time will be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Guaranteed Maximum Price or Contract Time will be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

4. If the Design-Builder changes any of the Designer(s) identified above or Subcontractors identified in the GMP Amendment, the Design-Builder must notify the City and provide the name and qualifications of the new Designer(s) or Subcontractors. The City may reply within 14 days to the Design-Builder in writing, stating (1) whether the City has reasonable objection to the proposed Designer or
Subcontractors or (2) that the City requires additional time to review. Failure of the City to reply within the 14-day period constitutes notice of no reasonable objection.

5. Except for those persons or entities already identified or required in the GMP Amendment, the Design-Builder, as soon as practicable after execution of the GMP Amendment, must furnish in writing to the City the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The City may reply within 14 days to the Design-Builder in writing stating (1) whether the City has reasonable objection to any such proposed person or entity or (2) that the City requires additional time for review. Failure of the City to reply within the 14-day period constitutes notice of no reasonable objection.

C. Submittals

1. Construction Documents, Shop Drawings and other submittals must be prepared by a licensed professional. Construction Documents, Shop Drawings and other submittals related to the Work designed or certified by such professionals must bear such design professional's stamp and signature. The City is entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2. The Design-Builder must direct specific attention, in writing or on resubmitted design and Construction Documents or other submittals such as Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City on previous submittals. In the absence of such written notice, the City's approval of a resubmission will not apply to such revisions.

5. PRE-CONSTRUCTION DESIGN PHASE

A. Any information submitted by the Design-Builder, and any interim decisions made by the City, will be for the purpose of facilitating the design process and will not modify the Scope of Work or Design-Builder's proposal unless the City and Design-Builder execute a Change Order or the City issues a Change Directive specifically identifying the change to the City's Scope of Work.

B. The Pre-Construction Design Phase consists of the following subphases, as directed by the City in writing, for any or all or a combination of Subprojects, at the sole discretion of the City. The City may authorize Design-Builder to proceed on one or more subphases for one or more Subprojects, sequentially or simultaneously, in consultation with Design-Builder (together, "Pre-Construction Design Phase"):

1. Preliminary Engineering

2. Construction Document Development

3. Construction Proposal.

Each of these subphases is further defined below.

Throughout this Pre-Construction Phase, the Design-Builder will advise the City on proposed site use and improvements, designs, and selection of materials. The Design-Builder must also provide the City with recommendations, consistent with the City's Scope of Work, on constructability; availability of materials and labor; time requirements for procurement, design options, installation and construction; and factors

related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

C. Preliminary Engineering

1. The Preliminary Engineering phase may include review and validation of previous engineering, documents, concept development, alternatives analysis, and site reconnaissance to support preliminary engineering efforts, as further specified in the Scope of Work. Preliminary Engineering may also include initiation of research, studies, and alternatives analysis deemed necessary to support concept design as detailed in the Scope of Work prepared by the City in consultation with the Design-Builder, as well as preparation of a proposed price and schedule, and shall be consistent with the Design-Builder's Proposal except as specifically modified by the Scope of Work.

2. The Design-Builder shall schedule and conduct meetings with the City and any other necessary individuals or entities to discuss and review the Scope of Work to establish Design-Builder's preliminary evaluation of the Project or Subproject(s) and to provide any and all preliminary engineering required to design the Project, as detailed in the Scope of Work or determined by the Design-Builder, in consultation with the City, to be necessary to complete preliminary engineering for the Project. The Design-Builder shall not complete any technical analysis or evaluation without written approval from the City unless such analysis or evaluation is specifically authorized in the Scope of Work.

3. Preliminary Engineering shall result in a written report from the Design-Builder to the City for review.

4. The City will review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed for any or all Subproject(s) or portions thereof. The City may, in its sole discretion, provide written consent to proceed for any, all, or a combination of Subproject(s), and direct Design-Builder to proceed under any Pre-Construction Design Phase of this Article 5 for any Subproject(s) or portion thereof, or to continue with Preliminary Engineering under this section. For any Subproject for which the City has not provided written consent to proceed, Design-Builder shall continue Preliminary Engineering unless otherwise directed by the City. The consent to proceed may include the City's direction on what documents the Design-Builder will prepare in the Construction Document Development subphase. The consent to proceed will not be understood to modify the Scope of Work unless the City and

Design-Builder execute a Change Order or the City issues a Change Directive specifically identifying the change to the Scope of Work.

D. Construction Document Development

1. Upon the City's issuance of a written consent to proceed for any Subproject(s) or portion(s) thereof, the Design-Builder shall prepare and submit to the City for the City's written approval Construction Documents as specified in the written consent to proceed, sufficient to construct the Subproject(s), including but not limited to Drawings and Specifications. Deviations, if any, from the Preliminary Engineering or any other materials previously provided must be disclosed in writing and are subject to the approval of City.

2. Development and review of the Construction Documents including drawings, specifications and any required supplementals may include, pursuant to the written direction of the City:

   a. Plan alignment, profile;

   b. 30%, 60%, 90%, and/or 100% design; An updated schedule, including proposed design milestones; dates for receiving additional information from, or for work to be completed by, the City; anticipated date for the Design-Builder's Construction Proposal; and dates of periodic design review sessions with the City; and

   c. Outline specifications or sufficient drawing notes describing construction materials.

   d. Comprehensive written estimate of the cost to design and construct the Project based upon the current Design Development documents. Such written estimates must be submitted with the respective Design Development documents.

3. The Construction Documents must establish the quality levels of materials required. The Construction Documents must be consistent with the Design-Build Documents, including but not limited to the Scope of Work, and Preliminary Engineering, unless otherwise disclosed in writing, and must include all items necessary for the proper execution and completion of the Work and reasonably inferable from the Design-Build Documents, including but not limited to the Scope of Work, as being necessary to produce the indicated results.

4. The Design-Builder shall submit completed Construction Documents to the City for the City's approval. If the City discovers any deviations

between the Construction Documents and the Design-Build Documents not previously disclosed by Design-Builder, the City will promptly notify the Design-Builder of such deviations in writing, via email correspondence. Unless the City and Design-Builder execute a Change Order or the City issues a Change Directive specifically identifying the particular deviation and City's agreement with such deviation, the Design-Builder must correct the deviation and resubmit the Construction Documents. The Construction Documents shall not modify the Design-Build Documents, including but not limited to the Scope of Work, or Preliminary Engineering. Acceptance of the Design Documents will not constitute the City's acceptance of a deviation unless the deviation is specifically identified by the Design-Builder or included in a Change Order or Change Directive.

5. The City, Design-Builder, and its Designer will meet a minimum of twice a month until the completion of the milestone construction document submittal, as described in the City's written consent to proceed for this subphase, for the Work to review scope, quality, budget and other issues.

6. Before completion of the Construction Documents for the Work, the City, Design-Builder, and its Designer will perform an internal review of the Construction Documents, the Design-Builder's schedule and any critical issues relating to scope, quality or budget. In addition to delivering to City copies of the Construction Documents for the Work, including but not limited to Drawings and Specifications, Design-Builder and Designer will make reasonable efforts to demonstrate to the City the scope and quality aspects of the design.

7. At the completion of the City's, Design-Builder's, and its Designer's Construction Documents review, the City will provide its written approval of the Construction Documents, including any revisions thereto made during the internal review. However, review or approval by City or its agents of design and Construction Documents shall not relieve Design-Builder to the extent of its liability for any damages resulting from or arising out of professional errors or omissions in the design and Construction Documents, except where City expressly directs such defective or deficient design and Design-Builder delivers to City its written objection thereto. Upon the City's written approval of Construction Documents, the Design-Builder, with the assistance of the City, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

8. If required by City, the Design-Builder shall obtain from each of the Design-Builder's professionals and furnish to the City certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Scope of Work set forth in the Design-Build Documents, except to the extent specifically identified in such certificate, (ii) comply with applicable professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project in effect at the time of the applicable permit; and (b) that the City and its consultants are entitled to rely upon the accuracy of the representations and statements contained in such certifications.

9. In the sole discretion of the City, the City may elect to accept the Construction Documents as the Design-Builder's final submittal for any Subproject or the City may issue a written notice to proceed under any Pre-Construction Phase of this Article 5 for any Subproject(s) or portion thereof, or to continue with Construction Document Development for any or all Subproject(s).

E. Design-Builder's Construction Proposal

1. Upon the City's issuance of a written consent to proceed for any Subproject(s) directing the Design-Builder to proceed to this subphase, the Design-Builder must prepare and submit to the City a proposal for completion of design and construction of the Subproject(s) for which the City has given consent to proceed and requested a Construction Proposal. The Design-Builder's Construction Proposal must include the following as set forth in the written consent to proceed or otherwise determined in writing by the City:

   a. Either:

      i. A list of preliminary Construction Documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Scope of Work, upon which the Design-Builder's Construction Proposal is based; or

      ii. A list of Construction Documents prepared by the Design-Builder under the Construction Document Design subphase the Design-Builder will use for construction of the Subproject(s).

b. The proposed Guaranteed Maximum Price for construction of the Subproject(s), including a written statement of the estimated Cost of the Work organized by trade categories, allowances, contingencies, lump sum general conditions, Design-Builder's Percentage Fee as proposed in Design-Builder's Proposal, and other items that comprise the Guaranteed Maximum Price in such detail and with such substantiation as City may reasonably require;

c. An enumeration of any assumptions and exclusions, if applicable;

d. A list of Design-Builder's key personnel, Subcontractors and suppliers;

e. A list of applicable wage and equipment rates for work to be self-performed by the Design-Builder and/or Key Partners, as included in the Proposal

f. Permitting Strategy Plan detailing the process, schedule and team member responsibilities for obtaining applicable permits for various phases of construction. Design Builder must coordinate with all authorities with jurisdiction over the Project for the approval of environmental mitigation measures.

g. Right of Way acquisition plan detailing the process, schedule and team member responsibilities for obtaining applicable property rights for various phases of construction;

h. The date on which the Design-Builder's Construction Proposal expires, which date must be at least 90 days after submission of the Design-Builder's Construction Proposal to the City; and

i. The Design-Builder's proposal, if any, for self-performed work and work to be performed by subcontractors without a competitive process, pursuant to Section 6.13 of the General Conditions ("Procurement Plan").

2. Upon the City's receipt of Design-Builder's Construction Proposal, the City and the Design-Builder agree to negotiate in good faith regarding the terms and conditions of the GMP Amendment, including but not limited to the amount of the adjustment to the Guaranteed Maximum Price. Without limiting the City's right to terminate this Contract, if the City and the Design-Builder are unable to agree on the terms and

conditions of the GMP Amendment, the City will have the right to one or more of the following actions:

a. Terminate this Contract pursuant to the General Conditions;

b. Terminate negotiations for the GMP Amendment;

c. Terminate Design-Builder's work for the subproject for which a GMP Amendment was under negotiation;

d. Direct Design-Builder to prepare Construction Documents for 100% design under section 5 for the Subproject for which a GMP Amendment was under negotiation; and/or

e. Continue this Contract for the remaining Design Work, or other continuation of the Work under this Contract, in the City's sole discretion.

3. If the City terminates the Contract or any portion thereof, then (1) the City will continue to have the rights and obligations set forth in subsection 10.B regarding the ownership and use of the Work Product and (2) the City may obtain an assignment of some or all of the subcontracts and purchase orders (including but not limited to agreements with Designers). The amount of time allotted for negotiations and the timing of any termination will be determined in the City's sole discretion.

4. If the City and the Design-Builder agree on the terms and conditions of the GMP Amendment, the City and Design-Builder shall execute the GMP Amendment in the form set forth in Exhibit 2 with the blanks and other information completed in the normal course.

6. CONSTRUCTION PHASE

A. Design Development.

1. Unless Construction Documents for 100% design were prepared under subsection 5.E, upon execution of the GMP Amendment, the Design-Builder shall prepare and submit to the City for the City's written approval Construction Documents sufficient to construct the Subproject(s), or portions thereof, as directed by the City, including but not limited to Drawings and Specifications. Deviations, if any, from the Preliminary Engineering, previously prepared Construction Documents, and/or Scope of Work must be disclosed in writing and are subject to the approval of City.

2. The Construction Documents must establish the quality levels of materials required. The Construction Documents must be consistent with the Design-Build Documents, including but not limited to the Scope of Work, previously prepared Construction Documents, and Preliminary Engineering, unless otherwise disclosed in writing, and must include all items necessary for the proper execution and completion of the Work and reasonably inferable from the Design-Build Documents, including but not limited to the Scope of Work, as being necessary to produce the indicated results.

3. The Design-Builder shall submit completed Construction Documents to the City for the City's approval. If the City discovers any deviations between the Construction Documents and the Design-Build Documents not previously disclosed by Design-Builder, the City will promptly notify the Design-Builder of such deviations in writing. Unless the City and Design-Builder execute a Change Order or the City issues a Change Directive specifically identifying the deviation and City's agreement with such deviation, the Design-Builder must correct the deviation and resubmit the Construction Documents. The Construction Documents shall not modify the Design-Build Documents, including but not limited to the Scope of Work, previously prepared Construction Documents, or Preliminary Engineering. Execution of the GMP Amendment will not constitute the City's acceptance of a deviation unless the deviation is specifically identified and described as such in the GMP Amendment. The failure of the City to discover any such deviations will not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

4. The City, Design-Builder, and its Designer will meet a minimum of twice a month until the completion of the Construction Documents for the Work to review scope, quality, budget and other issues.

5. Before completion of the Construction Documents for the Work, the City, Design-Builder, and its Designer will perform an internal review of the Construction Documents, the Design-Builder's schedule and any critical issues relating to scope, quality or budget. In addition to delivering to City copies of the Construction Documents for the Work, including but not limited to Drawings and Specifications, Design-Builder and Designer will make reasonable efforts to demonstrate to the City the scope and quality aspects of the design.

6. At the completion of the City's, Design-Builder's, and its Designer's Construction Documents review, the City will provide its written approval of the Construction Documents, including any revisions

thereto made during the internal review. However, review or approval by City or its agents of design and Construction Documents shall not relieve Design-Builder to the extent of its liability for any damages resulting from or arising out of professional errors or omissions in the design and Construction Documents, except where City expressly directs such defective or deficient design and Design-Builder delivers to City its written objection thereto. Upon the City's written approval of Construction Documents, the Design-Builder, with the assistance of the City, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

7. If required by City, the Design-Builder shall obtain from each of the Design-Builder's professionals and furnish to the City certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Scope of Work set forth in the Design-Build Documents, except to the extent specifically identified in such certificate, (ii) comply with applicable professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project in effect at the time of the applicable permit; and (b) that the City and its consultants are entitled to rely upon the accuracy of the representations and statements contained in such certifications.

B. Construction

1. Except as permitted in subsection 6.B.2, construction shall not commence prior to (1) execution of the GMP Amendment and (2) City's approval of the Construction Documents required for the Work Package. The Design-Builder shall perform no construction Work prior to the City's review and approval of the Construction Documents required for the Work Package. In addition, the Design-Builder shall perform no portion of the Work for which the Design-Build Documents require the City's review of submittals, such as Shop Drawings, Product Data and Samples, until the City has approved each submittal.

2. If the City and Design-Builder agree in a Change Order or the City issues a Change Directive, construction may proceed prior to the execution of the GMP Amendment. However, such Change Order or Change Directive shall not waive the City's right to reject the Design-Builder's Construction Proposal or otherwise limit City's rights and remedies under this Contract.

3. The construction Work must be in accordance with approved submittals, including but not limited to the Construction Documents, except that the Design-Builder will not be relieved of responsibility for deviations from requirements of the Design-Build Documents by the City's review and approval of design and Construction Documents or other submittals such as Shop Drawings, Product Data, Samples or other submittals, unless the Design-Builder has specifically informed the City in writing of such deviation at the time of submittal and (1) the City has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The City's review and approval of design and Construction Documents or other submittals such as Shop Drawings, Product Data, Samples or other submittals does not relieve the Design-Builder of responsibility for errors or omissions in those approved documents and submittals.

4. The Design-Builder shall keep the City informed of the progress and quality of the Work.

5. The Design-Builder is responsible for the design, supervision and direction of the Work, using the Design-Builder's best skill and attention. If the Design-Build Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Design-Builder must evaluate the jobsite safety of such means, methods, techniques, sequences or procedures and, except as stated below, will be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Design-Builder determines that such means, methods, techniques, sequences or procedures may not be safe, the Design-Builder must give timely written notice to the City and may not proceed with that portion of the Work without further written instructions from the City.

6. The Design-Builder is responsible for inspection of any portions of Work already performed to determine that such portions are in proper condition to receive subsequent work.

C. Unless otherwise provided in the Design-Build Documents, the Design-Builder must provide and pay for supervision, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether incorporated or to be incorporated in the Work.

D. The Design-Builder shall include in the Guaranteed Maximum Price, as set forth in the GMP Amendment, all allowances, if any, stated in the Design-Build

Documents. Items covered by allowances must be supplied for amounts and by persons or entities as the City may direct, but the Design-Builder will not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

E. The City reserves the right to perform construction or operations or services related to the Project, and to furnish materials and equipment for the Project, with the City's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site. If the Design-Builder claims that delay or additional cost is involved because of such action by the City, the Design-Builder must make a claim as provided in the General Conditions.

7. COMPENSATION

A. Design Services Compensation. City shall pay Design-Builder for Pre-Construction Design Phase work, described above in Article 5, as set out in Exhibit 4, based on time and materials as set forth in the attached Exhibits, but the total payment under this Agreement, which includes allowable expenses or reimbursement as per the attached exhibits, **shall not exceed FOUR MILLION EIGHT HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS $4,804,723.00 ("Not to Exceed Amount").** This Not to Exceed Amount may be exceeded only upon prior written increase in the Scope of Work, accompanied by written authorization for an increase in fee from the City Engineer. If there is no change in Scope of Work, the Design-Builder shall complete all identified Work within the Not to Exceed Amount as indicated above. Any known additional or optional tasks are listed in Exhibit 3.

1. Design-Builder shall send City an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period. City shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of City's receipt of the invoice.

2. Invoices will be directed to the City of Wilsonville Project Manager. If an invoice is delivered on a nonbusiness day, the invoice shall be considered received on the next day the City's Finance Department is open for business.

3. Design-Builder shall reference the Contract Number and the Project Number as appropriate.

B. Guaranteed Maximum Price. If the parties execute a GMP Amendment, the City shall pay Design-Builder the amount as set forth in this Article 7 and the GMP Amendment. The Guaranteed Maximum Price shall include (1) the Cost of the Work as defined in Article 8, (2) Other Methods of Compensation as

defined in Article 9 and (3) the Design-Builder's Percentage Fee. Design-Builder must pay costs that would cause the Guaranteed Maximum Price, as it may be adjusted pursuant to the GMP Amendment, to be exceeded, without reimbursement by the City. The following costs shall be excluded from the Cost of Work when calculating the Percentage Fee:

1. Owner Directed Allowances, as defined in Article 9

2. The Design-Builder's Contingency as defined in Article 9

C. Design-Builder's Percentage Fee

1. The Design-Builder's Percentage Fee must be set forth in the GMP Amendment and shall not exceed a fixed amount equal to **13** percent of the estimated Cost of the Work. The Design-Builder may invoice the City for payments toward the Design-Builder's Percentage Fee in accordance with subsection 7.C.3. of this Agreement. The Design-Builder's Percentage Fee is conclusively presumed to include all costs not reimbursable under this Contract, including, without limitation, overhead and profit.

2. If the Guaranteed Maximum Price is adjusted after execution of the GMP Amendment, if any, an adjustment to the Design-Builder's Percentage Fee will be determined by fixing an amount equal to 12 percent of the estimated Cost of the Work related to the change that is the basis for the adjustment to the Guaranteed Maximum Price. The City will not pay for any costs that exceed the Guaranteed Maximum Price, including any additional fee based on such costs, and the Design-Builder's Percentage Fee is subject to no other adjustments.

3. Each of the Design-Builder's requests for progress payment may include a request for payment of Design-Builder's Percentage Fee equal to **13** percent of the reimbursable costs for that period.

D. Savings

1. If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Article 9 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall go 100% to the Owner.

E. The City does not anticipate Early Construction Work occurring during the Pre-Construction Design phase of this Contract. However, in the event that Early Construction Work is determined to be necessary, consistent with subsection 6.B.2, the City will issue a Change Order or Change Directive amending this

Contract to incorporate the Early Construction Work and adjusting Design Services Compensation accordingly. The parties acknowledge that early work in excess of $50,000 may require Prevailing Wage.

F. As used in this Contract, the phrase "performance of the Work" includes Design Services, any Work that is authorized under a Change Order or Change Directive issued before the execution of the GMP Amendment, Work authorized under the GMP Amendment and Article 6, if any, and all of the Design-Builder's other obligations under this Contract.

8. COST OF THE WORK.

A. The term "Cost of the Work" shall mean costs reasonably and necessarily incurred by Design-Builder in the proper performance of the Work. Unless included in the Lump Sum General Conditions, the Cost of the Work shall include only the following:

1. Wages of direct labor costs of employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of Prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement. Wages for those employees performing construction services shall be paid as follows: Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Design-Builder as required by law or by a current labor agreement. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. The Design-Builder shall provide to the Owner copies of payroll records, including certified payroll statements for itself and Subcontractors of any tier for the period upon the Owner's request.

2. Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

3. Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are approved in advance in writing by the Owner.

4. Unless included in Lump Sum General Conditions, costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the

extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 8.A.1 through 8.A.3 hereof.

5. That portion of the travel and subsistence expenses of the Design-Builder personnel determined by Owner to be reasonable and necessary, at Owner approved rates, incurred while traveling in discharge of duties connected with the Work. Main office staff travel shall not be reimbursed unless approved in advance by Owner. These travel costs shall be reimbursed only to the extent allowed under City travel reimbursement guidelines ("Wilsonville Travel Rules") applicable to Owner and only at approved City travel rates. Design-Builder personnel who are scheduled to work at the Project site for less than six months may receive a subsistence per diem approved by the Owner in accordance with Wilsonville Travel Rules if their place of residence is greater than 75 miles from the Project site. No such personnel shall be entitled to such per diem reimbursement beyond such six-month period.

6. Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants. The costs for those employees performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those Hourly Rates set forth in proposal. Contracts to Subcontractors and Design-Consultants that are paid on the basis of a Lump Sum must be approved in advance by the Owner, such approval shall not be unreasonably withheld.

7. Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work. The material costs shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in writing in advance by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design-Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.

8. Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of

transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

9. Costs of removal of debris and waste from the Site.

10. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

11. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work. The rental charge the applicable rental cost as established by the lower of the local prevailing rate published in the Rental Rate Blue Book. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in Work. The rental rates are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. Equipment not of modern design and/or not in good working condition will have lower rates. Equipment rental rates will be the lowest of: The Design-Builder' established company rates, actual rental rates, or the rates in effect in each section of the Rental Rate Blue Book on the Work Start Date. Rental rates will be calculated hourly, weekly, and/or monthly, as appropriate based on the duration of the use of the equipment. The rate which results in the lowest charge for equipment use will be applied. Rates will be adjusted annually after the anniversary date of the Notice to Proceed for GMP construction date to reflect published revisions of the Rental Rate Blue Book. The rate for equipment necessarily standing by for future use (and standing by for no longer than two (2) weeks) on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved

by the Owner prior to performing the Work. Design-Builder shall deliver to Owner a list of published rates from time to time at Owner's request.

12. Not Used.

13. All fuel and utility costs incurred in the performance of the Work.

14. Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work, which shall be paid outside the NTE or GMP.

15. Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

16. The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

17. Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

18. Accounting and data processing costs related to the Work.

19. Unit Prices established by the parties in Proposal or as negotiated

20. Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner and not included in the Design-Builder's Contingency, Design Builder's Fee Percentage, or the Lump Sum General Conditions.

9. OTHER METHODS OF COMPENSATION

Within the PDB agreement NTE or the GMP, the parties may agree to the following methods of pricing Design-Builder's Compensation.

A. Allowance Items and Allowance Values.

1. Any and all Allowance Values, are set forth in the GMP amendment and are included within any established NTE and the GMP, as applicable.

2. Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and

Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

3. No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

4. The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance directly associated with the applicable Allowance Item. With the exception of Owner Directed Allowances, all other costs, including design fees, Design-Builder's overall project management and fixed general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

5. Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 9.A.d; however, Design-Builder must provide written notice of the difference between the actual cost and the Allowance Value pursuant to the Changes provisions in the General Conditions. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6. The Owner and the Design-Builder may designate certain Allowances as 'Owner Directed Allowances.' Design-Builder shall be compensated for Owner Directed Allowances for the Cost of the Work associated with such allowances plus the Fee Percentage. Items designated as 'Owner Directed Allowances' shall not be included in the calculation to determine the Percentage Fee.

B. Not to Exceed Sums

1. The Owner and Design-Builder may establish Not to Exceed (NTE) Sums for specific scopes of the Work. Any such NTE sum will be negotiated between the Owner and Design-Builder. The NTE Sum agreed upon by the Parties shall be incorporated into the GMP

Amendment or a Change Order, and the parties shall include the following information:

a. A specific description of the Scope of Work that is subject to the NTE Sum;

b. An updated Schedule of Values that incorporates the NTE Sum; and

c. Any milestone dates associated with the Scope of the Work associated with the NTE Sum.

2. For each scope of work for which a NTE Sum has been established, the Design-Builder shall be reimbursed for the Scope of the Work as a Cost of the Work; however, Design-Builder's compensation shall not exceed the NTE Sum without a written Change Order.

3. Design-Builder shall not request reimbursement for costs that are within the scope of the NTE Sum unless those costs are identified in the Payment Application as subject to the NTE Sum. Except as allowed in Section 9.D.ii.2., costs that are within the scope of the NTE Sum that are in excess of the NTE Sum shall be the sole responsibility of the Design-Builder.

4. NTE Sums may only be modified by Change Order pursuant to the General Conditions.

C. Lump Sums

1. The Owner and Design-Builder may establish Lump Sums for specific scopes of the Work. Any such Lump Sum will be negotiated between the Owner and Design-Builder. The Lump Sum agreed upon by the Parties shall be incorporated into the GMP Amendment or a Change Order, and the parties shall include the following information:

a. A specific description of the Scope of Work that is subject to the Lump Sum;

b. An updated Schedule of Values that incorporates the Lump Sum; and

c. Any milestone dates associated with the Scope of the Work associated with the Lump Sum.

2. For each scope of work for which a Lump Sum has been established, the Design-Builder shall be compensated pursuant to the Schedule of Values set forth above based on the percentage of the Scope of the Work subject to the Lump Sum that has been completed.

3. Design-Builder shall not request reimbursement for costs that are within the scope of the Lump Sum unless those costs are identified in the Payment Application as subject to the Lump Sum. Except as allowed in Section 9.D.ii.2, costs that are within the scope of the Lump Sum that are in excess of the Lump Sum shall be the sole responsibility of the Design-Builder.

4. Lump Sums may only be modified by Change Order pursuant to the General Conditions.

D. Contingencies

1. The Parties shall establish, as part of any NTE and the GMP, the following Contingencies which are available for the Design-Builder's exclusive use for the below described unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents (collectively 'Contingency Items'). Contingency Items include the costs described below, which are subject to written approval by the Owner. The Owner may, in its discretion, approve other costs that may be reimbursed under a Contingency; however, in no case shall the Design-Builder be entitled to use the Contingency for payment of Liquidated Damages that it may be assessed pursuant to this Agreement.

   a. Cost of the Work Contingency. The Cost of the Work Contingency is reimbursed as a Cost of the Work. The Cost of the Work Contingency is available to the Design-Builder for the following items:

      i. Trade buy-out differentials;

      ii. Escalation of materials; and

      iii. Other direct Costs of the Work that are not included in the Design-Builder's Contingency, but only with the prior written consent of the Owner.

   b. Design-Builder's Contingency. The Design-Builder's Contingency is available to the Design-Builder for items that are not excluded by Section 10 hereof and include but are not limited to the following items:

i. Overtime and acceleration;

ii. Costs incurred by Design-Builder in repairing or corrective defective, damaged or nonconforming Work (excluding any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained;

iii. Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder;

iv. Subcontractor or other tier defaults to the extent not compensated by any surety or bond; or

v. Costs that are in excess of an NTE Sum or Lump Sum.

2. The Design-Builder shall be reimbursed for Contingency Items in the same manner as set forth in Section 8 of the Agreement; however, Design-Builder's compensation for Contingency Items shall not cumulatively exceed the amount set forth as the Design-Builder's Contingency in the applicable NTE or GMP without a written Change Order. Design-Builder shall not be entitled to any Fee Percentage for items reimbursed under Section 9.D.ii, the Design-Builder's Contingency. Further, the amounts included in the Design-Builder's Contingency set forth in Section 9.D.ii shall be excluded from the calculation set forth in Section 7.C.2 to determine the Percentage Fee.

3. Prior to final accounting, the Contingencies are not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase an NTE or GMP under the Contract Documents.

4. Design-Builder shall provide Owner notice of all anticipated charges against the Contingencies and shall provide Owner as part of the monthly status report required by the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen

uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from a Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

E. Lump Sum General Conditions

1. If the Parties enter into the GMP Amendment, the Parties shall establish an amount for the Lump Sum General Conditions Costs. The parties shall determine the portions of the Cost of the Work set forth in Section 8 that are included in the Lump Sum General Conditions Costs, and the parties shall include a description of such costs in the GMP Amendment. Unless the parties agree in writing otherwise, the costs that will be included in the Lump Sum General Conditions Costs are as follows:

    a. Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-site to assist in the production or transportation of material and equipment necessary for the Work. Specifically, the following personnel are included in the Lump Sum General Conditions Amount:

        i. Project Executive

        ii. Project Manager

        iii. Superintendent and/or Construction Manager

        iv. Quality Control Manager

        v. Project Controls

        vi. Project Scheduler

        vii. Safety Manager

    b. Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are approved in advance of the performance of the Work in writing by the Owner.

c. Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under this Section.

F. That portion of the travel and subsistence expenses of the Design-Builder personnel determined by Owner to be reasonable and necessary, at Owner approved rates, incurred while traveling in discharge of duties connected with the Work. Main office staff travel shall not be reimbursed unless approved in advance by Owner. These travel costs shall be reimbursed only to the extent allowed under City travel reimbursement guidelines ("Wilsonville Travel Rules") applicable to Owner and only at approved City travel rates. Design-Builder personnel who are scheduled to work at the Project site for less than six months may receive a subsistence per diem approved by the Owner in accordance with Wilsonville Travel Rules if their place of residence is greater than 75 miles from the Project site; provided no such personnel shall be entitled to such per diem reimbursement beyond such six-month period.

1. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

2. Not Used.

3. Accounting and data processing costs related to the Work.

4. Fees paid by the Design-Builder for the approval of the Statements of Intent to Pay Prevailing Wages and certification of Affidavits of Wages Paid by the industrial statistician of the State Department of Labor and Industries. The Design-Builder will remain responsible for the actual submittal of the documents to the industrial statistician and the determination of the locality of the work to confirm the appropriate classification of work. In order to receive the reimbursement, the Design-Builder will be required to submit to Owner a list of subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

5. General administrative costs not specifically listed in this subsection, including but not limited to the following:

   a. Shop Drawing Reproduction

b. Construction Schedule & Updates

c. Safety/Security

d. Field Office Set-up (mobilization/demobilization)

e. Office Supplies

f. Telephone System

g. Telephone Service Charge

h. Computer Network/System Set-up

i. Courier Service

j. Postage (Fedex, USPS

k. Furniture/Equipment

l. Office Cleaning

m. Project Superintendent Vehicle

n. Computers

o. Copy Machine

p. Temporary Electric Hook-up/Removal

q. Temporary Electric Material

r. Project Signage

s. Temporary Water Hook-up/Removal

t. Drinking Water & Supplies

u. Chemical toilets

v. O&M Manuals

w. Project Record Documents

x. Field Engineering/Layout Survey

6. For the Costs of the Work that are included in the Lump Sum General Conditions Costs, the Design-Builder shall no longer be entitled to be reimbursed for such costs as part of the Cost of the Work, and the Design-Builders sole compensation for the costs set forth in the identified General Conditions shall be through the Lump Sum General Conditions Costs.

7. The Owner shall have the right to examine the back-up documentation establishing the Lump Sum General Conditions Costs, including but not limited to all estimates, proposals, contracts and other financial documentation on a transparent basis.

8. The Lump Sum General Conditions Costs shall only be modified if the Design-Builder is entitled to compensation for a delay pursuant to Article 9 of the General Conditions. Any modification to the Lump Sum General Conditions Costs shall be calculated as follows:

    a. The Design-Builder shall be entitled to receive a liquidated daily rate for extended General Conditions Costs (Design-Builders Delay Rate) for each day that the Contract Time is extended pursuant to Article 9 of the General Conditions.

        i. The Design-Builder's Delay Rate shall be calculated by dividing the Lump Sum General Conditions Costs by the number of days in the Contract Time set forth in the GMP Amendment.

        ii. Then, the Design-Builder's Delay Rate is multiplied by the number of days that the Contract Time is extended for the Design-Builder's Delay, subject to a determination of entitlement pursuant to Article 9 of the General Conditions.

        iii. The result from the Design-Builder's Delay Rate multiplied by the number of days is the Extended General Conditions Costs which shall be added to the Lump Sum General Conditions Costs by Change Order and paid to the Design Builder pursuant to the Schedule of Values, subject to a determination of entitlement pursuant to Article 9 of the General Conditions.

    b. The Design-Builder's Daily Rate shall not apply to delays occurring after Substantial Completion is achieved.

    c. The Parties agree that determining the Design Builder's damages for delay in Construction Phase would be extremely difficult or impracticable to determine and that the Design-Builder's Delay

Rate, as calculated in this Section 6.4.5.4, is a reasonable estimate of and reasonable sum for such damages; therefore, the Design-Builder's Delay Rate shall be payable to the Design Builder as liquidated damages and not as a penalty.

G. Unit Prices and Hourly Rates

1. Any Unit Prices and Hourly Rates shall be agreed upon in writing and set forth in - to the Agreement. Design-Builder shall not charge more than a specified Unit Price or Hourly Rate than the amount set forth in Exhibit E, as modified through the Contract Documents.

2. Once established, Unit Prices and Hourly Rates shall not be subject to audit and may only be changed by Change Order.

3. Design-Builder must maintain a record of the number of Unit Prices and Hours billed using Hourly Rates for review by Owner.

10. NON-REIMBURSABLE COSTS

A. The following is a non-exclusive list of categories of costs for which the Design-Builder is not entitled to reimbursement as the Cost of the Work, and which are deemed to be accounted for in the Design-Builder's Percentage Fee:

1. The salary of individuals who are officers of the Design-Builder, or of individuals employed in the Design-Builder's office(s) other than the field office, except as provided in subsection 8.A.2.

2. Corporate overhead and general and administrative costs, except as provided in Section 8 hereof.

3. The cost of Design-Builder's capital used in the performance of the Work.

4. Profit.

5. Preparation of the Design-Builder's response to the City's request for proposals for the Project.

6. Prorated cost of the public works bond that design-builders generally must file with the Construction Contractors Board (CCB), as provided in ORS 279C.836.

7. Subcontractor costs arising out of or related to Defective Work.

8. Any cost due to the negligence or failure of the Design-Builder and Subcontractors (including but not limited to Designer), or anyone directly or indirectly employed by any of them or for whose acts or omissions any of them may be liable, to fulfill a specific responsibility of the Contract.

9. Costs incurred prior to the City's approval of Design-Build Documents, when the Design-Build Documents require such approval.

10. Costs of subcontractor default insurance (e.g., Subguard) and Subcontractor bonds, except when such costs are approved in advance by the City.

11. Costs related to home computers, software subscriptions or renewals, and other outside computer processing services not physically located at the Project site office.

12. Costs expressly excluded from the Cost of the Work by the Design-Build Documents.

13. Otherwise reimbursable costs in excess of the Guaranteed Maximum Price.

14. Premiums for insurance and bonds for the Design Builder required specifically by this Agreement or the Performance of the Work.

B. Any conflict between Article 8 ("Cost of the Work"), Article 9 ("Other Methods of Compensation") and Article 10 ("Non-Reimbursable Costs") shall be resolved in favor of Article 10.

11. ACCESS TO RECORDS – FILES; CONFIDENTIAL INFORMATION.

A. Design-Builder shall maintain all books, documents, papers and records relating to the Agreement, including job cost estimates, job cost detail reports, and job cost summary reports, for at least ten years following Substantial Completion of the Project. Design-Builder shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Design-Builder's performance. City, state and federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript. Design-Builder agrees that all files or other documents generated or in the possession of Design-Builder related to Design-Builder's delivery of service are the property of the City and shall be available to the City upon request. Design-Builder understands the nature of project/projects

means that Contractor may be privy to information that is confidential, proprietary or sensitive in nature, which information shall not be disclosed to any third person or entity without the consent of the City of Wilsonville or at the City's direction, either during the term of this Agreement or after its termination. Likewise, any analysis or commentary provided by Design-Builder of a confidential or sensitive nature shall not be released or disclosed to any person without the consent or direction of the City.

B. The Design-Builder shall require all insurers, material suppliers, and Subcontractors (including but not limited to Designers) at any tier to comply with these requirements.

C. The Design-Builder shall be entitled to no extra compensation for complying with these requirements.

12. INTELLECTUAL PROPERTY RIGHTS

A. Royalties, Patents and Copyrights

1. The Design-Builder shall pay all royalties and license fees.

2. The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the City and its separate subcontractors and consultants harmless from loss on account thereof. If the Design-Builder has reason to believe that the design, process or product required in the Scope of Work is an infringement of copyright or patent, the Design-Builder shall promptly notify the City.

B. Ownership of Work Product

1. All Design-Build Documents created by Design-Builder pursuant to this Agreement, including derivative works and compilations, and whether or not such work product is considered a “work made for hire” or an employment to invent (“Work Product”), shall be the exclusive property of City. City and Design-Builder agree that such original works of authorship are “works made for hire” of which City is the author within the meaning of the United States Copyright Act. To the extent City is not the owner of the intellectual property rights in Design-Builder’s Work Product, Design-Builder irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City’s request, Design-Builder shall execute such further documents and instruments necessary to fully vest such rights in City. Design-Builder forever waives any and all rights relating to original work product created pursuant to this Agreement, including,

without limitation, any and all rights under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

2. Design-Builder grants to City, for purposes of accomplishing the Project, an irrevocable, nonexclusive, nontransferable, perpetual, royalty-free license to use any intellectual property owned by Design-Builder developed independently from this Agreement and applicable to services provided by Design-Builder or included in the work product. This grant includes the right of City to authorize contractors, consultants and others to use such intellectual property for the purposes of accomplishing the Project.

3. Design-Builder may refer to the Work Product in its brochures or other literature that Design-Builder utilizes for advertising, or other promotional purposes, including proposals for future, unrelated work, and, unless otherwise specified, Design-Builder may use standard line drawings, specifications and calculations on other, unrelated projects.

13. SUBROGATION

Design-Builder grants Waiver of Subrogation to the City, its officers, agents, employees and volunteers for any claims arising out of Design-Builder's work or service. Further, Design-Builder agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery by the Design-Builder shall be solely with their insurance carrier. Design-Builder also grants to City on behalf of any insurer providing coverage to either Design-Builder or City with respect to the work or services of Design-Builder a waiver of any right to subrogation which any insurer or Design-Builder may acquire against City by virtue of the payment of any loss under such insurance coverage.

14. SUBCONTRACTING

It is the intent of the Parties that Work authorized under the Contract will be competitively bid and executed under subcontracts, except that the Design-Builder may self-perform or exempt portions of the Work from competitive bidding requirements as allowed in Section 6.13 General Conditions. The Design-Builder will provide the City with the opportunity to attend all introductory meetings and post-bid evaluation meetings with such prospective Subcontractors. See the General Conditions for additional subcontracting requirements.

15. PREVAILING WAGE RATES

The Design-Builder agrees to comply with the requirements of ORS 279C.800 to 279C.870 governing the prevailing wage rates. Current wage rates and amendments determined by the Oregon Bureau of Labor and Industries (BOLI) may be obtained at www.boli.state.or.us. However, the rates in effect at the time this Contract first constitutes a binding and enforceable obligation on the part of the Design-Builder to perform or arrange for the performance of construction, reconstruction, major renovation, or painting, or when the GMP Amendment is executed, whichever occurs first, are the rates that shall apply for the duration of the Work. At the Owners discretion, rate adjustments may be proposed by the Design Builder, and considered by the Owner, at the time of future GMP Amendments when multiple GMP Amendments are required to complete the Project.

6 NONDISCRIMINATION

The Design-Builder agrees to comply with all federal and state laws and regulations regarding nondiscrimination in employment, employee benefits and facilities.

17. COMPLIANCE WITH LAW

A. Design-Builder shall comply with all applicable federal, state and local laws, ordinances, and regulations. When multiple standards apply, Design-Builder shall comply with the more stringent standard. Design-Builder shall comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal, state and City civil rights and rehabilitation statues, ordinances, rules and regulations. Design-Builder also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Design-Builder agrees to comply with ADA in its employment practices, and that it shall perform its contractual obligations consistently with ADA requirements and regulations, state law, and applicable regulations.

B. The Design-Builder shall comply with applicable federal, state and local laws and regulations, including those adopted by the Oregon Department of Environmental Quality, Division of State Lands, Environmental Protection Agency, and/or the US Army Corps of Engineers, relating to the prevention of environmental pollution and preservation of natural resources.

18. PROVISIONS REQUIRED BY STATE LAW

A. Design-Builder shall:

1. Make payment promptly, as due, to all persons supplying to the Design-Builder labor or material for the performance of the work provided for in the contract.

2. Pay all contributions or amounts due the Industrial Accident Fund from the Design-Builder or subcontractor incurred in the performance of the Contract.

3. Not permit any lien or claim to be filed or prosecuted against City.

4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

5. Demonstrate that an employee drug testing program is in place. City has the right to audit and/or monitor the program. On request by the City, Design-Builder shall furnish a copy of the employee drug-testing program.

6. Salvage or recycle construction and demolition debris, if feasible and cost- effective.

B. If Design-Builder fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Design-Builder or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Design-Builder by reason of the contract.

C. If Design-Builder or a First-Tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract within 30 days after receipt of payment from the City (or in the case of a subcontractor, from Design-Builder), Design-Builder or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Design-Builder or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Design-Builder, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

D. If Design-Builder or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

E. The payment of a claim in the manner authorized in this section does not relieve the Design-Builder or the Design-Builder's surety from obligation with respect to any unpaid claims.

F. For work under this Contract, a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in those cases, the employee shall be paid at least time and a half pay:

1. For all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

3. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

4. Design-Builder is not required to pay overtime if the request for overtime pay is not filed within 30 days of completion of the Contract if Design-Builder has posted and maintained in place a circular with the information contained in ORS 279C.545 as required by ORS 279C.545(1).

G. Design-Builders and Subcontractors must give notice in writing to employees who perform work under this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

H. Design-Builder shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Design-Builder, of all sums that Design-Builder agrees to pay for the services and all moneys and sums that the Design-Builder collected or deducted from the wages of employees under any law, Contract or Agreement for the purpose of providing or paying for the services.

I. All employers, including Design-Builder, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless exempt under ORS 656.126. Design-Builder shall ensure that each of its subcontractors comply with these requirements.

J. Design-Builder shall utilize where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than 5 percent.

K. Design-Builder shall include in each first-tier subcontract, including contracts with material suppliers, a clause that obligates Design-Builder to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts paid to Design-Builder by City under this contract, and if payment is not made within 30 days after receipt of payment from City, to pay an interest penalty as specified in ORS 279C.515(2) to the first-tier Subcontractor. The interest penalty does not apply if the only reason the delay in payment is due to a delay in payment by City to Design-Builder. Design-Builder shall include in each of Design-Builder's subcontracts, a provision requiring the first-tier subcontractor to include a similar payment and interest penalty clause and shall require subcontractors to include similar clauses with each lower-tier subcontractor or supplier. Design-Builder shall also include in each first-tier subcontract a clause that requires Design-Builder to provide a standard form that the first-tier subcontractor may use as an application for payment and that requires Design-Builder to use the same form throughout the period of the contract, unless the Design-Builder provides written notice of a change in the form, including a copy of the new form, at least 45 days before change.

L. By signing this Contract, Design-Builder certifies that all Subcontractors performing construction work shall be registered by the Construction Contractors Board or licensed by the State Landscape Contractors Board before the subcontractor starts work on the Project.

M. By signing this Contract, Design-Builder certifies that it shall comply with Oregon tax laws.

19. NON-PARTNERSHIP

Neither the City nor Design-Builder is a partner or joint venture with the other party in connection with the activities carried out under this contract. Design-Builder is engaged as an Independent Contractor.

A. Design-Builder shall be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

B. Design-Builder is not a City employee and is not entitled to any benefits granted to City employees.

20. WAIVER

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

21. LIMITATION ON AUTHORITY

City retains its authority to execute all applications, contracts and other documents relating to the Work. Design-Builder has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Contract, or as authorized in writing.

22. ATTORNEY FEES AND GOVERNING LAW

In the event an action, suit of proceeding, including appeal, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Alternative dispute resolution shall be used prior to filing suit, in accordance with the provision of the General Conditions.

23. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the City and the Design-Builder, respectively, and their respective partners, successors, assigns, and legal representatives. Neither the City nor the Design-Builder shall assign, transfer, or sublet any interests or obligations hereunder without the prior written consent of the other party.

24. MERGER

No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. A waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Design-Builder by signature of its authorized representative hereby

acknowledges that Design-Builder understands the Contract and agrees to be bound by its terms and conditions.

25. NOTICES

All notices shall be in writing and shall be served upon the other party by personal service, facsimile transmission, or e-mail followed by mail delivery of the original Notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:

City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070
Zachary J. Weigel P.E., City Engineer

If to Design-Builder:

Tapani | Sundt A Joint Venture
11175 SW Elligsen Way
Sherwood, OR 97140
Ryan Silbernagel, Project Manager

Service by mail shall be deemed complete on the date of actual delivery or three (3) business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served on receipt of the facsimile or Email, followed by mail delivery.

26. EFFECTIVE DATE

This Contract shall become effective as of the date of the latest signature below.

Approved and authorized for signature by City Council, acting as the Local Contract Review Board on June 6, 2022.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed:

DESIGN-BUILDER

By: _____
_____,
its _____

Date: _____

CITY

_____
Bryan Cosgrove, City Manager

Date: _____

State of Oregon Construction Contractors
Board Registration No.
_____

Approved as to Legal Sufficiency for the City:

_____
City Attorney

M.1 FAITHFUL PERFORMANCE BOND

[FORM]

FAITHFUL PERFORMANCE BOND

Bond No._____

Solicitation_____

Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	$_____
_____ (Surety #2)*	Bond Amount No. 2:	$_____*
	Total Penal Sum of Bond:	$_____

* If using multiple sureties

We,_____as Principal, and_____the above-identified Surety / Sureties authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto_____, the penal sum of (Total Penal Sum of Bond)_____($_____), being not less than one hundred percent of the estimated contracted cost of the work,

[*Add If applicable*: provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety,] and

WHEREAS, the Principal has entered into a contract with_____, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor

to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless _____, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

This bond is given and received under authority of ORS Chapters 279C and 351, the provisions of which hereby are incorporated into this bond and made a part hereof. The surety, for value received, hereby agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it hereby waives notice of any change, extension of time, alteration, addition or other modification to the terms of the contract or to the work or to the specifications.

Nonpayment of the bond premium will not invalidate this bond nor shall _____, be obligated for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

BY _____

TITLE _____

ATTEST: _____

Corporate secretary

SURETY: _____

Add signatures for each surety if using multiple bonds

BY ATTORNEY IN FACT:

Power-of-Attorney must accompany each surety bond

Name:_____

Signature:_____

Address: _____

[FORM]

LABOR AND MATERIAL PAYMENT BOND

Bond No._____

Solicitation_____

Project Name _____

_____ (Surety #1) Bond Amount No. 1: $_____

_____ (Surety #2)* Bond Amount No. 2: $_____*

Total Penal Sum of Bond: $_____

* If using multiple sureties

We,_____as Principal, and_____the above-identified Surety / Sureties authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto _____, the penal sum of (Total Penal Sum of Bond) _____($_____), being not less than one hundred percent of the estimated contracted cost of the work,

[*Add If applicable*: provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety,] and

WHEREAS, the Principal has entered into a contract with_____, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the State Department of Employment Trust Fund or the Department of Revenue in connection with the performance of the contract.

2. The Principal and Surety hereby jointly and severally agree with City that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution hereon. City shall not be liable for the payment of any costs or expenses of any such suit or action.

3. No suit or action shall be commenced hereunder by any claimant:

    a. Unless the claimant has sent the written notice required under ORS 279C.605 to the Principal and to City's Finance Director by registered or certified mail, or by hand delivery, no later than 180 days after the claimant last provided labor or furnished materials, or within 200 days if the claim is for a required contribution to a fund of an employee benefit plan;

    b. Later than two years after the claimant last provided labor or materials.

    c. Other than in the Circuit Court of Washington County, Oregon or in the United States District Court for the District of Oregon and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

This bond is given and received under authority of ORS Chapters 279C and 351, the provisions of which hereby are incorporated into this bond and made a part hereof. The surety, for value received, hereby agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it hereby waives notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

Nonpayment of the bond premium will not invalidate this bond nor shall_____, be obligated for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this_____day of_____, 20_.

PRINCIPAL: _____

BY_____

TITLE_____

ATTEST: _____

Corporate secretary

SURETY: _____

Add signatures for each surety if using multiple bonds

BY ATTORNEY IN FACT:

Power-of-Attorney must accompany each surety bond

Name:_____

Signature:_____

Address: _____

CONTRACT EXHIBIT 1 – DESIGN-BUILD GENERAL CONDITIONS

DEFINITIONS

For the purposes of this Contract, terms are defined in the Agreement and in this section, and may be defined in the Specifications or Drawings. Terms used in a defined sense normally are capitalized; terms used in a general or undefined sense normally are not capitalized. Unless the context clearly requires otherwise, or the term is expressly defined otherwise for a particular purpose, the following definitions apply throughout this Contract.

Act of God - A natural phenomenon of such catastrophic proportions or intensity as would reasonably prevent performance, and which could not have been prevented or escaped by any amount of foresight, reasonable degree of care, or by the aid of any equipment reasonably required under the circumstances.

Agreement - The Progressive Design-Build Agreement for Boeckman Road Corridor Project signed by the parties and incorporating other documents.

Ambiguities - Conflicts, errors, discrepancies, or inconsistencies.

Allowances – Allowances shall mean the allowance amounts shown in the GMP supporting documents.

Business Day – Every official work day of the week that the City is open for business. These are the days between and including Monday through Friday, and does not include public holidays and weekends.

Change Directive - A written order prepared and signed by the City, directing a change before agreement on adjustment, if any, in the Guaranteed Maximum Price or Contract Time, or both. A Change Directive may state a proposed basis for adjustment, if any, in the Guaranteed Maximum Price or Contract Time, or both.

City or Owner – City of Wilsonville, Oregon

Change Order - A written amendment to this Contract which authorizes an addition, deletion, or revision to the Work described in this Contract, and which may authorize an adjustment in the Guaranteed Maximum Price, the Contract Time, or both.

Construction Documents – Documents necessary to complete construction, including but not limited to, the Drawings and Specifications prepared by the Design-Builder.

Contingencies – The amounts available for Design-Builder's use and are defined in Section 9.D of the PDB Agreement. The Cost of Work Contingency is defined in Section 9.D.i. The Design-Builder's Contingency is defined in Section 9.D.ii.

Construction Proposal – Proposal prepared by Design-Builder for completion of design and construction of the Subproject(s) following the Pre-Construction Design Phase of the Work.

Contract - The entire written agreement between the City and the Design-Builder establishing their respective rights and obligations concerning the Work.

Contract Time - The number of days between the Work Start Date established by the Notice to Proceed and the date by which Substantial Completion of all Work must be achieved under this Contract.

Cost of the Work - Costs necessarily incurred by the Design-Builder in the performance of the Work in accordance with Article 8 of the Agreement.

Craft Services – Work performed to further the physical construction of the Project that requires specialized training, for which the parties elect not to enter into an early work agreement under Section 6.B.2 of the Agreement. These services may include site preparation and cleanup, setting up and moving access equipment, working on concrete and masonry, steel, wood, and pre-cast erecting projects, handling materials and equipment, or performing limited demolition, excavation or compaction activities.

Day or Calendar Day - Any 24-hour period beginning at midnight.

Defective - (1) Unsatisfactory, faulty, or deficient, (2) not conforming to this Contract, or (3) not meeting the requirements of any inspection, test, or approval required by this Contract or federal, state, or local Law.

Design Development - The design phase described in the Agreement.

Design Services – The services provided by the Design-Builder or Lead Designer in the Pre-Construction Design Phase of the Project, described in Article 5 of the Agreement.

Design-Build Documents – All documents, including exhibits and attachments, that make up this Contract, and required submittals from the Design-Builder, including but not limited to the Agreement; the Scope of Work; Preliminary Engineering; Construction Documents; bonds; these General Conditions; wage rates; written consents to proceed to a subsequent subphase, and the Notice to Proceed.

Design-Builder or Contractor - The person or entity identified as such in the Agreement.

Design-Builder's Percentage Fee – A fixed fee described in the Agreement which is adjustable only under very limited circumstances.

Design-Builder's Construction Proposal - The Design-Builder's proposal for completion of design and performance of construction work on one or more Subprojects following Preliminary Engineering to be completed under a GMP Amendment. Design-Builder may submit one or more Construction Proposals for one or more Subprojects, as directed by the City. Unless specifically incorporated into the GMP Amendment (and then only to the extent such proposal relates to the scope of the Work), the Design-Builder's Construction Proposal is not part of the Design-Build Documents.

Design-Builder's Proposal - The proposal Design-Builder submitted in response to the City's Request for Proposals for this Project

Design-Builder's Representative - An individual authorized in writing by the Design-Builder to represent the Design-Builder with respect to this Contract.

Designer - A person or entity providing design services for the Design-Builder for all or a portion of the Work that is licensed to practice architecture or engineering in the State of Oregon. The Designer is referred to throughout the Contract Documents as if singular in number, although there may be more than one Designer providing design services for the Design-Builder.

Drawings - The graphic representations which show the character and scope of the Work to be performed, which have been prepared by Design-Builder and approved by the City in accordance with the Agreement.

Early Construction Work – Construction Phase Services authorized by amendment that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work shall be limited to: early procurement of materials and supplies; early release of bid or proposal packages for site

development and related activities; and any other advance work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule of the Project (e.g. demolition).

Early Construction Work Amendment – Early Work Amendment shall mean an Amendment to this Contract executed by and between the parties to authorize Early Work.

General Conditions Work – That portion of the Work required to support construction operations that is not included within overhead or general expense but is called out as GC Work, and (ii) any other specific categories of Work approved in writing by the Engineer as forming a part of the GC Work.

Final Acceptance - The City's written acknowledgment that the Work has been fully completed and all Contract-required documentation has been received and accepted.

Guaranteed Maximum Price - The limit established in the Agreement on the City's obligation to pay the Design-Builder for (1) the Cost of the Work plus (2) the Design-Builder's Percentage Fee.

Guaranteed Maximum Price Amendment - An amendment to the Agreement setting forth the City's and Design-Builder's agreement, if any, to the terms and conditions applicable to the Work following completion of the Preliminary Engineering, including but not limited to the adjustment to the Guaranteed Maximum Price.

He, Him, His - Used solely for legibility and ease of writing and applies equally to both genders.

Key Team Members are those individuals who were identified as part of the Design-Builder's Statement of Qualifications and Proposal submitted pursuant to the procurement of this Project.

Law - Any statute, rule, regulation, ordinance, or order of any federal, state, or local government including, but not limited to, ordinances and resolutions adopted by the City Council of the City of Wilsonville and rules and regulations adopted in accordance with those ordinances and resolutions.

Maintenance Data - Manufacturer's catalog information, shop drawings, installation, operation, and maintenance manuals, and other information needed for operating, troubleshooting, preventive maintenance, repair, restoration, or overhaul of materials, products, systems, and equipment furnished or provided by the Design-Builder.

Notice to Proceed - A written notice given by the City to the Design-Builder fixing the Contract Time and designating a date on which the Design-Builder is authorized to begin the Work under the Guaranteed Maximum Price Amendment.

Preliminary Engineering - The documents created in the first phase of Design Services and prior to preparation of the Design-Builder's Construction Proposal as described in the Agreement.

Product Data - Pictures, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design-Builder to illustrate a material, product, or system for some portion of the Work. Product Data are not Design-Build Documents.

Project – The preconstruction work authorized in writing by the City, and any construction work authorized in writing by the City pursuant to a GMP Amendment or an early work agreement, to complete design and construction work, if any, of roadway construction and improvements to Boeckman Road Corridor Project in Wilsonville, Oregon.

Project Manager - An individual authorized in writing by the City to represent the City with respect to this Contract within the scope of the authority conferred by the written authorization from the Engineering Director.

Rental Rate Blue Book - The book by that name published by Equipment Watch, Primedia Corp., 1735 Technology Drive, Suite 410, San Jose, California, 95110.

Request for Proposals – The information published by the City on DATE, soliciting proposals from third parties for completion of the Project.

Samples - Physical examples of material, equipment, or workmanship which demonstrate and establish standards by which the Work will be judged. Samples are not Design-Build Documents.

Scope of Work - The program for the Project set forth in Exhibit 3, which includes initial information about the Project. These documents shall be evaluated and refined by the Design-Builder to develop the Preliminary Engineering.

Shop Drawings - Diagrams, drawings, illustrations, instructions, and other data submitted by the Design-Builder to illustrate some portion of the Work. Shop Drawings are not Design-Build Documents.

Specifications - Those written technical descriptions of materials, equipment, systems, standards, and workmanship prepared by the Design-Builder and approved by the City in accordance with the Agreement.

Subcontractor - An individual or firm having a direct or indirect contract with the Design-Builder or with any other Subcontractor at any tier for the performance of a part of the Work, including but not limited to the Designer.

Substantial Completion - Completion of the Work, or a part of the Work designated by the City in writing, in accordance with this Contract, to the point where it may be utilized and occupied for the purpose for which it was intended.

Work - The design services, supervision, labor, material, equipment, and services required by this Contract.

Work Package – Construction documents included in the construction proposal included as a portion or whole of one or several subprojects.

Work Start Date - The day stated in the Notice to Proceed when the Contract Time will begin to run in accordance with this Contract.

ARTICLE 1 – TERMINOLOGY

1.1 Unless stated otherwise in this Contract, words or phrases which have a well-known technical, construction industry, or trade meaning are used in accordance with such recognized meaning.

1.2 Unless stated otherwise in this Contract, all requirements are directed to the Design-Builder. This includes statements which have no grammatical subject, as in “Install equipment plumb and level.”

1.3 In the interest of brevity, this Contract frequently omits modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.4 The following terms are used in this Contract: as allowed, as directed, as ordered, as required, acceptable, proper, reasonable, satisfactory, suitable. These items and any others of like effect or import describe direction, judgment, requirement, or review of the City. Such use is solely to evaluate the Work for compliance with this Contract unless there is a specific statement otherwise. The use of such terms never indicates the City has authority to supervise or direct performance of the Work.

1.5 The words, "design," "furnish," "install," "perform," and "provide" have the following meanings for the purposes of this Contract. When such verbs are not used in connection with services, materials, or equipment in a context clearly requiring an obligation on the part of the Design-Builder, "provide" is implied.

A. Design means to perform architectural or engineering, or both, design professional services, including but not limited to planning, designing, observing, consulting, evaluating and other related services, for the construction of the Work.

B. Furnish means to supply and deliver services, materials, or equipment to the Work site (or other specified location) ready for use or installation and in usable or operable condition.

C. Install means to put into use or place in final position services, materials, or equipment complete and ready for intended use.

D. Perform or provide means to perform design services and furnish and install services, materials, or equipment complete and ready for intended use.

ARTICLE 2 – PRELIMINARY MATTERS

City Representative

2.1 The City Engineer is authorized to represent the City with respect to this Contract, provided that his authority to amend this Contract is limited to the amount set by City policy. The City Engineer will appoint a Project Manager in writing to exercise all or part of his authority. Although a person may have the title City Engineer, such person shall have no responsibility for any engineering or architectural, or both, design aspects of the Work.

Design-Builder's Representative

2.2 The Design-Builder shall authorize the Design-Builder's Representative to receive communications from the City and to sign the Design-Builder's communications to the City. The Design-Builder's Representative must be approved in writing in advance by the City. The City's approvals as required by this subsection will not be unreasonably withheld.

Communications

2.3 In addition to the communication between the City's representative and the Design-Builder's Representative noted above, frequent informal communication will take place between City and Design-Builder employees to facilitate the Work. These communications may include Contract enforcement and interpretation. If the Design-Builder concludes that any communication from the City appears that it will result in a change in Contract Time or the Design-Builder's cost to complete the Work, the Design-Builder shall request that the issue be presented in writing.

Copies of Project Manual and Drawings

2.4 The City will provide the Design-Builder with digital copies of any documents referenced in Exhibit 3.

Commencement of Contract Time

2.5 The Contract Time will commence to run on the Work Start Date stated in the Notice to Proceed.

Starting the Work

2.6 The Design-Builder may start to perform the Work on the Work Start Date stated in the Notice to Proceed.

Before Starting Work

2.7 Before the Design-Builder begins performance of the Work, one or more meetings as requested by the City will be held to establish a working understanding among the parties. Procedures will be established for operations coordination and administrative communication for matters such as design reviews, submittals, clarifications and interpretations, and Change Orders; and for processing applications for payment. At the first meeting, the Design-Builder must submit to the City for review a Design Services progress schedule. After execution of the GMP Amendment, if any, Design-Builder must submit an updated design schedule and preliminary construction schedule, submittal schedule, a preliminary cash flow schedule, and a written site-specific safety and health plan.

A. The Design Services progress schedule must be finalized and submitted to the City one week after the first meeting. The revised design schedule and preliminary construction schedule must be submitted to the City one week after the first meeting following execution of the GMP Amendment, if any. Unless specified otherwise, the progress schedules must indicate the Design-Builder's planned progress in increments of not more than seven-day periods. The schedule will not exceed the time limits current under the Design-Build Documents and will be subject to review and comment by the City. The Design-Builder must prepare and submit revisions to match actual and projected progress as requested by the City, before and during the course of design and construction, at no added cost to the City. The Design-Builder must adhere to the most recent version of the schedule.

B. The preliminary submittal schedule must be finalized and submitted to the City one week after the first meeting following execution of the GMP Amendment, if any. The submittal schedule must demonstrate that submittals will be submitted in time to allow the City's review and comment and the Design-Builder's submission of revised submittals before the Work covered by the submittals is scheduled to start under the work progress schedule. The City's review of a submittal, shop drawings, product data, or samples is not conducted to determine the accuracy of details such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems. The submitting party remains responsible for accurate content in submitted documents, coordination with other trades, and confirming and correlating dimensions. Review is not approval of safety precautions, construction means, methods, techniques, sequences, or procedures.

C. Prior to commencement of any physical construction Work, the Design-Builder must submit the contractor safety information form for safety planning purposes. The Design-Builder

must also include applicable company policies, procedures, or plans. The City expects that the Design-Builder will abide by all Oregon OSHA requirements and the Design-Build Documents to provide for the safety of the Design-Builder's employees, City employees, tenants, and the general public. Work performed by Subcontractors must be on the form. Safety data sheets (SDS) for chemical products introduced to City premises will not be submitted with this information, but shall accompany the Design-Builder on site and be available to the City upon request.

2.8 Before undertaking each part of the Work, the Design-Builder must carefully study and compare this Contract and check and verify pertinent figures shown therein and all applicable field measurements. The Design-Builder must promptly report in writing to the City any Ambiguities that the Design-Builder may discover.

ARTICLE 3 – DESIGN-BUILD DOCUMENTS

Intent

3.1 This Contract is complementary; what is called for by one element is as binding as if called for by all.

3.2 It is the intent of this Contract to describe the Work. Any design services, supervision, labor, material, equipment, or service that may be reasonably inferred from this Contract as being required to produce the intended result shall be supplied whether or not it is expressly specified.

3.3 The Design-Builder is expected to read the entirety of the Design-Build Documents and to seek clarification from the City of any Ambiguities found between, among or within the Design-Build Documents. Absent written clarification from the City to the contrary, the Design-Builder shall, in resolving Ambiguities discovered either before or after original procurement and/or installation, provide the better quality of, and the greater quantity of, the Work. The Design-Builder shall specifically notify all Subcontractors and suppliers of this requirement.

3.4 Clarifications and interpretations of this Contract will be issued by the City. They will be consistent with or reasonably inferable from the overall scope of this Contract.

3.5 This Contract is unique. Design services, labor, material, equipment, or services approved for other City work may not necessarily be approved for this Contract.

3.6 Pursuant to ORS 15.320, Oregon law applies to this Contract. In the event ORS 15.320 is deemed invalid or inapplicable, the parties agree that Oregon law applies to this Contract.

3.7 If the Design-Builder's Construction Proposal is incorporated into this Contract, any Ambiguities between the proposal and this Contract will be resolved in favor of this Contract. Any limitations of liability, waivers of damages, or disclaimers of warranty as to construction work or materials supplied or otherwise or liability contained in the Design-Builder's Construction Proposal will not apply to the Work or this Contract.

3.8 If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future Laws effective during the terms of this Contract or in subsequent dispute resolution proceedings, the legality, validity, and enforceability of the remaining provisions of this Contract will not be affected thereby. As to the illegal, invalid or unenforceable clauses, they shall be

rendered void only to the extent of such illegal, invalid and unenforceable portions, with the remainder of such clauses given full force and effect.

Reference Standards

3.9 Unless expressly provided otherwise, references to standard specifications, manuals, or codes of any technical society, organization, or association, or to the codes of any governmental authorities, shall mean the latest version or edition in effect on the effective date of this Contract, except that all references to the Oregon Standard Specifications for Construction shall mean the 2018 edition. Such reference may be specific or implied. No provision of any referenced standard specification, manual, or code shall change the duties and responsibilities of the City, the Design-Builder, or any of their employees, contractors, subcontractors, or agents from those set forth in this Contract.

Reporting Ambiguities

3.10 If, during the performance of the Work, the Design-Builder discovers any Ambiguities within this Contract, the Design-Builder must report it to the City, in writing, at once. The Design-Builder will proceed with the affected Work after receiving clarification or interpretation from the City. The Design-Builder will be liable to the City for failure to report any Ambiguities in this Contract if the Design-Builder factually knew or reasonably should have known of the Ambiguities.

Reuse

3.11 Neither the Design-Builder nor any Designer, Subcontractor, manufacturer, fabricator, supplier, or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents, or copies thereof, prepared by Design-Builder. They may not reuse any of them for any purpose unrelated to this Contract without the prior written consent of the City.

Electronic Documents

3.12 Those using electronic documents provided by the City do so at their own risk. Electronic documents are subject to data erosion, erasure, and alteration. Because computer software may become obsolete with time, the City makes no warranties or representations regarding the ability to permanently access electronic documents it provides. The City makes no warranties or representations regarding the presence or absence of computer viruses in electronic documents it provides; any person using an electronic document provided by the City should check the document for computer viruses before using it in a manner that might allow the spread of a computer virus. All or parts of electronic documents provided by the City may be copyrighted, and those using them are responsible for determining the existence of copyrights and for obtaining permission to copy copyrighted material.

ARTICLE 4 – AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; SURVEY CONTROL

Availability of Lands

4.1 The City will provide access to: (1) lands upon which the Work shall be performed, (2) rights-of way for access to those lands, and (3) such other lands designated in this Contract for the use of the Design-Builder. Where necessary and as described in the Scope of Work, the Design-Builder will be responsible for identifying and leading the acquisition process for any additional easements or right of way for the Subproject(s). Any easements for permanent structures or permanent

changes in existing facilities will be obtained and paid for by the City, unless otherwise provided in this Contract. The Design-Builder will provide, at no additional cost to the City, additional lands, easements, and access that the Design-Builder may require for temporary construction facilities or storage or use of material and equipment, including but not limited to swing-way easements for cranes and other equipment.

Physical Conditions – Investigations, Reports, and Tests

4.2 Investigations, reports, or tests which the City may make available to the Design-Builder are the City's best known information at the time of execution of the Agreement. However, the City makes no warranty or representation regarding accuracy or completeness unless the investigations, reports, or tests have been made a part of this Contract.

Differing Site Conditions

4.3 The Design-Builder must promptly notify the City in writing of: (1) subsurface or latent physical conditions at the site differing materially from those shown in this Contract or (2) unknown conditions of an unusual nature, differing materially from conditions ordinarily encountered in the region and generally recognized as inherent in the Work. The Design-Builder must, to the extent reasonably possible, provide prompt written notice of such conditions before they are substantially disturbed or altered. The City will promptly review those conditions and advise the Design-Builder in writing if further investigation or tests are necessary. The Design-Builder may not continue Work in the affected area until the City has inspected such condition to determine whether an adjustment to the Contract is required. The City will obtain any necessary additional investigations and tests. If the conditions differ materially from those shown in this Contract or from what reasonably could have been anticipated by the Design-Builder, this Contract may be amended to allow additional compensation or time, or both, as reasonably necessary to accommodate the differing conditions.

Survey Control

4.4 Unless otherwise provided in the Contract, the Design-Builder will provide engineering surveys and establish those survey control points necessary to lay out the Work. The Design-Builder must: (1) lay out the Work, unless otherwise specified in this Contract, (2) protect and preserve the established survey control points, and (3) make no change or relocation of the survey control points without the prior written approval of the City. The Design-Builder must report to the City whenever any survey control point is lost, destroyed, or requires relocation. At no additional cost to the City, the Design-Builder shall be responsible for the accurate replacement or relocation of survey control points lost or destroyed without City approval. Such replacement must be by a professional land surveyor licensed by the State of Oregon.

ARTICLE 5 – BONDS AND INSURANCE

Bonds

5.1 Prior to execution of the GMP Amendment, the Design-Builder shall furnish bonds in accordance with the

Agreement and this Article, as security for the faithful performance of, and payment of, all the Design-Builder's obligations, including without limitation preparation and completion of design and related personal services and self-performed work, under this Contract. The performance

bond, and labor and material payment bond shall be on the forms prescribed by the bidding and contract requirements and executed by sureties: (1) licensed to conduct business in the State of Oregon, and (2) named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent shall be accompanied by a power of attorney or other evidence of the agent's authority to act on behalf of the surety.

a. Design-Builder shall provide a separate Performance Bond and a separate Payment Bond in a form acceptable to the City Attorney. Each bond shall be equal to 100 percent of the contract amount for the Subproject(s). The Performance Bond and the Payment Bond must be signed by the Surety's Attorney-in-Fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Wilsonville's consent, nor shall the City release them prior to Contract completion, including completion of all enduring obligations and liabilities under the Contract. Bonds must be originals. Faxed or photocopied Bond Forms shall not be accepted.

b. Design-Builder shall file with the Construction Contractor's Board a Public Works Bond with a corporate surety authorized to do business in the State of Oregon in the amount of $30,000 prior to starting construction work under this contract unless otherwise exempt. Design-Builder is aware of the provisions of ORS 279C.600 and 279C.605 relating to notices of claim and payment of claims on Public Works Bonds.

c. Design-Builder shall include in every Subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractor's Board before starting construction work on the project, unless otherwise exempt.

d. Refer to GMP Amendment for Warranty Bond requirements.

5.2 The Design-Builder shall substitute another bond and surety meeting the requirements of Item 5.1 within five days after the surety on any bond furnished by the Design-Builder: (1) is declared bankrupt, (2) becomes insolvent, (3) has its right to do business terminated in any state where any part of the Work is located, or (4) ceases to meet the requirements of Item 5.1.

5.3 In lieu of requiring Subcontractors to provide performance and payment bonds for their respective Work, the Design-Builder may utilize a Subcontractor default program to address defaults by Subcontractors on their contractual responsibilities.

5.4 This section intentionally left blank.

Workers' Compensation

5.5 The Design-Builder shall maintain workers' compensation and employer's liability insurance as required by ORS Chapter 656 and meeting the minimum requirements therein, for all employees subject to the workers' compensation Laws of the State of Oregon, unless exempt, and any other appropriate jurisdiction. In lieu of such insurance, the Design-Builder may maintain a self insurance program approved by the State of Oregon and a policy of excess workers' compensation insurance in the amount required by the State, which policy includes coverage for employer's

liability. The Design-Builder shall provide evidence of such insurance and self-insurance to the City before commencing Work and throughout the term of this Contract.

Commercial General Liability Insurance

5.6 The Design-Builder shall maintain Commercial General Liability Insurance in an amount not less than $4,000,000 per incident, claim or occurrence and $10,000,000 in aggregate throughout the duration of the Contract, subject to any increases in limits that may be required in subsequent GMP Amendments or other amendments to this Contract. Such insurance shall include coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products completed operations, employer's practices liability and contractual damages. Contractor shall remain fully responsible and liable for any claims resulting from the negligence or intentional misconduct or contractor, its subcontractors, and their officials, agents and employees in performance of this contract, even if not covered by, or in excess of insurance limits.

Automobile Liability Insurance

5.7 The Design-Builder shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance on ISO Form CA 00 01 (Business Auto Coverage), or its equivalent. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than two million dollars ($2,000,000), covering, but not limited to, liability for bodily injury and property damage, for "any auto," including owned, non-owned and hired autos used in connection with the performance of the Work. The City of Wilsonville and its officials, employees, agents and volunteers shall be named additional insureds under Endorsement CA 20 48 (Designated Insured), or its equivalent, if Contractor's Work entails transporting people for the City. The automobile liability insurance required by this Contract is primary to and non-contributory with any City insurance or self-insurance program; any deductible cannot exceed $50,000.

Professional Liability Insurance

5.8 The Design-Builder shall maintain professional liability insurance or "errors and omissions" coverage in amounts not less than $5,000,000 per claim and $10,000,000 aggregate. The Design-Builder shall cause its lead designer to maintain professional liability insurance in amounts not less than $2,000,000 per claim and $5,000,000 aggregate. Such insurance shall be written to cover all costs of correcting defects and deficiencies arising from error, omission, or negligent acts of the Design-Builder and lead designer and any other Subcontractor providing design, engineering, or other professional services. The policy shall not contain any provision or exclusion (including any so-called "insured versus insured" exclusions or "cross-liability" exclusion) the effect of which would be to prevent, bar, or otherwise preclude the City or the Design-Builder from making a claim which would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy. Insurance shall be maintained through completion of construction and for at least 5 years past project completion. The retroactive date for coverage will be no later than the commencement date of design. If coverage is canceled and not replaced with similar coverage with a consistent retroactive date, the Design-Builder or lead designer shall purchase an extended reporting period of at least 5 years or otherwise as by agreement with the City.

Pollution Liability Insurance

5.9 The Design-Builder shall obtain, at Design-Builder's expense, and keep in effect during the term of this Contract, Pollution liability Insurance in minimum amounts of $2,000,000, or other amount as indicated in the Supplemental General Conditions, naming Wilsonville as "additional insured.

Subcontractor Insurance

5.10 All Subcontractors (including designers) shall maintain the same insurance as required of Design-Builder as set forth herein, including but not limited to the types of insurance, extent and durations of coverages, and notice requirements, except that the limits of insurance for Subcontractors shall be no less than the following:

A. Workers' Compensation: same as Design-Builder above.

B. Commercial General Liability: $2,000,000 per occurrence/$2,000,000 aggregate.

C. Professional Liability: The Design-Builder shall require Subcontractors who perform design Work to provide coverage at limits determined by the Design-Builder not to exceed $2,000,000 per claim/$2,000,000 aggregate.

D. Automobile Liability: $2,000,000 per occurrence.

General Insurance Requirements

5.11 The limits set forth herein may be met through the stacking of primary and excess policies.

5.12 The limits set forth herein may be increased or modified in subsequent GMP Amendments.

5.13 Design-Builder and lead designer shall provide proof of coverage required by acceptable Certificate of Insurance and signed Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, material change or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City. The Certificate and Endorsement shall also state the deductible or self-insured retention level.

5.14 Commercial General Liability coverage shall name, by certificate and endorsement the City, its officers, agents, employees and volunteers as additional insureds with respect to Contractor's work or services provided under this contract.

ARTICLE 6 – DESIGN-BUILDER'S RESPONSIBILITIES

Administration and Supervision

6.1 The Design-Builder must supervise and direct the Work competently and efficiently, applying the skills and expertise as may be necessary to perform the Work in accordance with this Contract. The Design-Builder is solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Design-Builder is responsible for seeing that the finished Work complies accurately with this Contract.

6.2 The Design-Builder must provide a competent project superintendent at the site at all times during work progress. The superintendent is responsible for oversight of the work being performed by the Design-Builder and his Subcontractors. The project superintendent may only be replaced as provided in the Agreement.

6.3 If the Design-Builder's Representative is not available for project administration, the superintendent will have the authority to receive direction from the City on behalf of the Design-Builder. All communications given to the superintendent will be as binding as if given to the Design-Builder. This authority includes, but is not limited to, receipt of City-issued documentation, taking action on City direction not involving changes to this Contract, taking direct action in emergency situations, and implementing stop work orders issued by the City.

Labor and Material

6.4 The Design-Builder must provide competent, suitably qualified personnel to survey and lay out the Work, and to perform construction as required by this Contract. The Design-Builder must at all times maintain good discipline and order at the site.

6.5 The Design-Builder must give not less than 24 hours' notice to the City if work is to be performed outside normal day-shift hours or on Saturday, Sunday or any legal holiday. Emergency conditions relating to safety or protection of persons or property are valid exceptions to such notice. Specific work hour restrictions may be described in Exhibit 3.

6.6 Unless otherwise specified, the Design-Builder must furnish for the execution, required testing, initial operation, and completion of the Work all necessary material, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals.

6.7 All material incorporated into the Work must be new, except as otherwise provided in this Contract. Products containing asbestos or other hazardous material, as defined by ORS 466.605, may be used only with the City's prior written approval. If required by the City, the Design-Builder will furnish satisfactory evidence that the kind and quality of material and equipment provided meet Contract requirements. Satisfactory evidence may include test reports.

6.8 The Design-Builder must obtain documentation from distributors, fabricators, manufacturers, and suppliers that provides instructions for the application, cleaning, connection, erection, installation, and use of their products. The Design-Builder must follow these instructions unless more stringent requirements are provided in this Contract.

6.9 All material provided and normally tested and labeled by an approved testing laboratory, such as Underwriters Laboratories (UL), Canadian Standards Association (CSA), or by a similarly recognized third-party approval authority, must be so labeled.

"Pre-Bid Approved Equals," "Equals," and Substitutes

6.10 Whenever an item of material or equipment is specified or described in the Construction Documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description indicates that no substitution is permitted, other items of material or equipment, or material or equipment of other suppliers, may be submitted to the City for evaluation under the circumstances described below:

A. "Pre-Bid Approved Equal" Items: The Design-Builder shall submit requests to the City for "pre-bid approved equal" material, products, or services on behalf of Subcontractors prior to submittal of bids. The Design-Builder must submit such requests no less than five Business Days prior to the bid opening. The Design-Builder must then forward approval of materials,

products, or services the City deems equivalent by addendum to the Subcontractors at least 72 hours prior to the bid opening date and time.

B. "Equal" Items: If in the City's sole discretion an item of material or equipment proposed by the Design-Builder is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by the City as an "equal" item, in which case evaluation and approval of the proposed item may, in the City's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. Proprietary materials, products, or services that are specified but not followed by the words "or pre-bid approved equal," "or equal," or "no substitution" will be evaluated as if they were followed by the words "or equal." For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

1. It is at least equal in quality, durability, maintainability, appearance, strength, and design characteristics;

2. It will reliably perform at least equally well the function imposed by the design concept of the completed Work as a functioning whole; and

3. The Design-Builder certifies that there is no increase in cost to the City; and that it will conform substantially, even with deviations, to the detailed requirements of the item named in this Contract.

4. C. Substitute Items:

1. The Design-Builder may treat Subcontractor substitution requests in accordance with this section, but must obtain the City's approval of the substitution before allowing the Subcontractors to bid based upon the substitution.

2. If an item of material or equipment proposed by the Design-Builder does not qualify as an "equal" item as defined above, it will be considered a proposed substitute item. This determination will be at the City's sole discretion.

3. The Design-Builder must submit sufficient information, as provided below, to allow the City to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The City will not accept requests for evaluation of proposed substitute items of material or equipment from anyone other than the Design-Builder. The Design-Builder must make the request as a submittal.

4. The application must certify that the proposed substitute item will adequately perform the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified.

5. The application must state the extent, if any, to which the use of the proposed substitute item will prejudice the Design-Builder's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in this Contract (or in the provisions of any other affected contract with the City for work) to adapt the design to the proposed substitute item, and whether or not

incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

6. The application must identify any variations of the proposed substitute item from that specified, and shall identify available engineering, sales, maintenance, repair, and replacement services.

7. The application must contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by the City in evaluating the proposed substitute item.

8. The City may require the Design-Builder to furnish additional data beyond that listed above about the proposed substitute item.

9. The City may require the Design-Builder to furnish, at the Design-Builder's expense, a special performance guarantee or other surety with respect to any substitute.

10. No increase in the Guaranteed Maximum Price or extension of the Contract Time will be considered when a substitution is not accepted. D. No Substitution:

11. Materials, products, or services marked "no substitution" have been determined to be 1) manufactured from a single source only or 2) required for the efficient utilization of existing equipment or systems. Requests for substitution will not be considered for these items. Justifications for classifying these products as "no substitution" are on file as brand name exemption items in the City's Procurement Office.

6.11 Design-Builder Application for Evaluation: The application for evaluation of "equal" or substitute items must be made using the forms provided by the City. These forms may be copied.

6.12 City's Evaluation: Within 10 days, the City will evaluate each application for "equal" and substitute items. The City will be the sole judge of acceptability. No "equal" or substitute item shall be ordered, installed, or utilized until the City's evaluation is complete, which will be evidenced by either a Change Order for a substitute or an approved submittal for an "equal." The City will advise the Design-Builder in writing of any negative determination.

Concerning Subcontracting and Self-Performance

6.13 Selection of sources of design services, labor, material, equipment, and services necessary to accomplish the Work is governed by this section. For the purposes of this section, "Subcontractor" also includes suppliers.

A. The Design-Builder shall seek to develop Subcontractor interest in the Work and shall furnish to the City a list of potential qualified Subcontractors from whom bids may be requested. The City may identify additional potential qualified Subcontractors from whom the Design-Builder shall request bids. Unless exempted and approved by the City under subsection C or D below, the Design-Builder will perform each element of the Work through a subcontract awarded in accordance with the competitive selection process described in subsection F below. In bundling elements of the Work for subcontracting or self-performance purposes, the Design-Builder is not constrained by the grouping or association of elements of the Work in the Specifications and Drawings.

B. Unless already exempted by subsection D, the Design-Builder must submit for City approval each element of the Work the Design-Builder proposes to self-perform, and each element of the Work the Design-Builder proposes to subcontract without the competitive selection process. The proposal must include an explanation as to why self-performance or exemption from the competitive selection process is in the City's best interest and consistent with the Design-Builder's project proposal, unless approved by Owner. The proposal must also describe the process the Design-Builder will use to qualify and select prospective Subcontractors for the portions of the Work that are not subject to the qualification and selection process.

1. The Design-Builder must provide an independent cost estimate, on an open book basis, for the Work element that will be subject to the non-competitive process, if required by the City. The Owner will verify costs are the best value to the City through a third-party cost estimator.

2. The Design-Builder must fully respond to any questions or comments submitted to the Design-Builder by the City in regard to the non-competitive process.

3. The Design-Builder must demonstrate and give assurances that the self-performed work is insured to the extent it causes property damage.

C. To determine whether self-performance or exemption from the competitive selection process is in the City's best interest, the City will consider some or all of the following factors including, but not limited to: emergency circumstances, the Design-Builder's need to utilize a key Subcontractor member of the Design-Builder's project team consistent with the Design-Builder's project proposal, the need to meet other specified Contract requirements, the continuation or expansion of an existing Subcontractor agreement that was awarded through a "competitive process" along with facts supporting the continuation or expansion of the Subcontractor agreement, special requirements for the Work, special advantages or capabilities of the Design-Builder or Subcontractor to perform the Work, the significance of the Work as a critical path item, market availability of the requested services or products, and demonstration that the price is reasonable and fair.

D. The following are exempt from the competitive selection process:

1. Management services self-performed by the Design-Builder.

2. Subcontracted or self-performed Work valued at $10,000 or less.

3. Subcontracted Work valued at less than $100,000 but more than $10,000 provided the Design-Builder receives a minimum of three written quotations and awards the subcontract to a qualified Subcontractor at a fair and reasonable price. However, the City may waive the three-quotation minimum requirement after reviewing the Design-Builder's good faith efforts to obtain them.

4. Design professional services self-performed by Design-Builder.

5. Supplied materials for work included as self-performed by Design-Builder, with associated unit pricing verified by third-party cost estimator.

6. Design professional services performed by one or more Designers identified in the Agreement.

E. The competitive selection process includes all of the elements described below:

1. The Design-Builder must develop the criteria (qualifications and price) that will be used to analyze bids for each element of the Work, in accordance with the following:

a. Unless identified in 6.13.E.b. below or exempted from the competitive process as described in 6.13.D above, subcontracted work shall be awarded to the firms that meet minimum qualifications and offer the lowest price following a competitive selection process as outlined in this section.

b. Unless allowed without a competitive process as described in 6.13.C, above, subcontracts in the trades or design disciplines listed below will be awarded to the firms that offer the best combination of qualifications and price:

1) Trades or design disciplines proposed by Design-Builder in its Procurement Plan and accepted by the City in the GMP Amendment.

c. Design-Builder shall consult with the City regarding subcontracts for an element of the Work not listed above, and will use the competitive procedure detailed in 1.a. or 1.b., as directed by the City for that subcontract.

d. Subcontract pricing may be lump sum or cost plus a fixed fee. The criteria must be presented to the City for review, and are subject to approval. The City may also add criteria for evaluation upon reasonable justification.

e. If the Design-Builder or an affiliate or subsidiary of the Design-Builder will be included in the Subcontractor selection process to perform particular design services or construction Work on the project, the Design-Builder must disclose that fact in the selection process documents and announcements. The Design-Builder must utilize the conditions, processes, and procedures identified in subsection 6 below.

2. Advertisements of each solicitation for bids must be published in the *Portland Daily Journal of Commerce*, and other trade journals if appropriate, in a manner reasonably calculated to give timely notice of the solicitation to all qualified prospective bidders likely to submit bids.

3. Design-Builder must obtain a minimum of three Subcontractor bids for each element of the Work, unless the City waives the three-bid minimum requirement after reviewing the Design-Builder's good faith efforts to obtain bids.

4. If requested by the City, bid solicitation documents must be provided to the City for review not less than five Business Days prior to issuance of bid solicitation, unless a different schedule is agreed to by the Design-Builder and the City. Each solicitation must state the time and place bids will be opened.

5. All bids must be in writing, sealed, and submitted to a specific location by a specific time. If Subcontractors are required by Law to have State of Oregon Construction

Contractors Board license and Workers' Compensation Insurance, the bids must include the Subcontractor's Contractors Board license number and insurance identification number. If Subcontractors are required by Law to have State of Oregon architect, landscape architect or engineering registration, the bids must include the Subcontractor's registration number.

6. Bids must be opened in public with the City's Project Manager or his designee present at the time and place stated in the solicitation. The Design-Builder must evaluate the Subcontractors according to the criteria approved in subsection F.1 above. After evaluation, the Design-Builder shall share the results of the evaluation with the City. Upon completion of the City's review and subject to the City's disapproval, the Design Builder shall then award the contract to the selected bidder and announce the results to all Subcontractors who submitted bids for that element of the Work. The announcement of award shall:

    a. Be communicated to Subcontractors via email.

    b. Specify that Subcontractors who were not selected for an element of the Work may, within 60 days from the Design-Builder's notice of award of a subcontract for that Work, submit a written request to the Design-Builder for a post-selection meeting with the Design-Builder to discuss the Subcontractor qualification and selection process. Indicate that a meeting with the Subcontractor will be set within 45 days of the Subcontractor's written request.

7. The City will not resolve or be involved in the resolution of protests of the Design Builder's selection of Subcontractors and suppliers. The procedures and reporting mechanisms related to the resolution of Subcontractor and supplier protests shall be as follows:

    a. The Design-Builder's Managing Principal will review any protest. Upon completion of the review the Design-Builder will determine the path of resolution with three possible outcomes: (1) confirmation of the original findings; (2) re-solicitation of bid package; or (3) revised award.

8. The City retains the right to monitor the subcontracting process in order to protect the City's interests and to confirm the Design-Builder's compliance with the Contract and with applicable statutes, administrative rules, and other legal requirements.

9. The Design-Builder's subcontracting records are not considered to be public records except to the extent that they are prepared, owned, used, or retained by the City in the conduct of the City's business.

F. The Design-Builder shall submit monthly usage reports on Work contracted with disadvantaged, minority, women, and emerging small business.

G. All subcontracts, including but not limited to subcontracts with Designers, shall include a clause stating that the City is a third-party beneficiary of the subcontract and the subcontract is assignable to the City upon the City's written request in the event the City takes over the Work.

H. Upon execution of any subcontract, the Design-Builder shall provide the City with a bid tabulation for the portion of the Work covered by the subcontract.

6.14 The Design-Builder shall include a provision in all subcontracts that all Subcontractors (including but not limited to Designers) agree to be bound to the Design-Builder by terms of the Design-Build Documents, and to assume toward the Design-Builder all the obligations and responsibilities, including but not limited to the responsibility for safety of the Subcontractor's Work, which the Design-Builder, by this Contract, assumes toward the City.

6.15 Subcontractors shall be subject to disapproval of the City. If the City disapproves a Subcontractor, the Design-Builder shall submit an acceptable substitute.

6.16 The Design-Builder is responsible for: (1) all acts and omissions of his Subcontractors (including but not limited to Designers), (2) persons and organizations directly or indirectly employed by his Subcontractors, (3) persons and organizations for whose acts any of his Subcontractors may be liable, and (4) scheduling and coordinating the work of Subcontractors, suppliers, and other individuals or entities designing, performing or furnishing any of the Work under a direct or indirect contract with the Design-Builder. Nothing in this Contract shall create any contractual relationship between the City and any Subcontractor or other person or organization having a direct contract with the Design-Builder. Nothing in this Contract shall create any obligation on the part of the City to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by Law. The City may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Design-Builder on account of specific Work completed.

Patent Fees and Royalties

6.17 If any design, device, material, or process covered by letters patent or copyright is used by the Design-Builder or is provided for the City's use, the Design-Builder shall: (1) provide for such use by agreement with the owner of the patent or copyright or a duly authorized licensee of such owner, and (2) defend, indemnify, reimburse and hold the City harmless from all damages, losses and expenses, including, without limitation, attorneys' and expert witness' fees arising from the use of the patented or copyrighted design, device, material, or process.

Computer Software and Code Use Rights

6.18 If the Design-Build Documents require the Design-Builder to provide the City with computer software programs or code as part of the Work, the Design-Builder shall provide the City with all documentation and instruments necessary to evidence the City's right to use such software or code, including but not limited to ownership transfer documentation, software license agreements generally in accordance with the forms of agreements included in the Design-Build Documents as exhibits, subscription agreements, or assignments of intellectual property interests, as applicable.

Permits

6.19 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for any and all permits, fees, licenses, inspections, and agreements by governmental agencies or other entities, necessary for proper execution of the Work and Substantial Completion of the Project, including but not limited to mechanical, plumbing, electrical and similar special permits, plan check fees, system development charges, road approach and right-of-way permits, including permits and all other agreements, qualifications, and insurance necessary for work over the

railroad right of way, air discharge permits and all other necessary permits, approvals, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

A. The Design-Builder shall submit to the City, for review, all calculations and other documentation required for purposes of obtaining permits.

B. After City review, the Design-Builder shall submit to federal, state, and local units of government all calculations and other documentation required for obtaining permits. During review by units of government or other entities, the Design-Builder shall notify the City of proposed deviations from the original permit documentation.

C. The Design-Builder shall submit to the City all calculations and other documentation approved by units of government.

D. The Design-Builder shall pay costs and charges imposed by local units of government or other entities for permits issued to the Design-Builder.

E. The Design-Builder shall give all notices necessary for permit-related inspections by third parties.

F. The Design-Builder shall submit to the City a legible copy of agreements, permits, certificates of approval, and certificates of occupancy issued by the responsible unit of government.

G. The Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

Laws and Regulations

6.20 The Design-Builder shall comply, and shall ensure that his employees and those of his Subcontractors and suppliers at every tier comply, with the most current versions of applicable Laws, rules, regulations, and practices.

6.21 If the Design-Builder performs any Work knowing or having reason to know that it is contrary to any Law, the Design-Builder shall be responsible for all claims, costs, losses, and damages arising out of or relating to the Design-Builder's performance or the resulting Work. The Design-Builder shall immediately report to the City if performance under this Contract would violate any Law in any respect.

A. The Contract hereby incorporates all contract provisions that are required to be incorporated into contracts with public entities pursuant to (a) the Public Contracting Code (ORS Chapters 279A, 279B and 279C), (b) the City's Contracting Rules and (c) other applicable Law. The provisions incorporated into the Contract under the preceding sentence include, without limitation, any provisions or amendments to provisions that become required after the Contract is executed. The provisions listed in this section are not necessarily an exhaustive list of provisions that are required under the Public Contracting Code, the City's Contracting Rules or other applicable Law, and the fact that this section does not list a provision that is required by the Public Contracting Code, the City's Contracting Rules or other applicable Law will not (i) prevent or otherwise diminish the incorporation of that unlisted provision

into the Contract or (ii) negate or otherwise diminish Design-Builder's obligation to comply with applicable Laws.

Environmental Responsibilities

6.22 The following federal, state, and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of this Contract:

A. City and county where the Work is to be performed

B. Oregon Environmental Quality Commission

C. Oregon Fish and Wildlife Commission

D. Department of State Lands

E. U.S. Environmental Protection Agency

F. State Historic Preservation Office

G. U.S. Fish and Wildlife Service

H. National Marine Fisheries Service

I. United States Army Corps of Engineers

6.23 Known conditions at the construction site may require the Design-Builder to comply with statutes or with ordinances or regulations enacted by the agencies included but not limited to the list above.

6.24 The Design-Builder is solely responsible for (1) considering applicable statutes and the ordinances and regulations enacted by the agencies listed above, (2) considering the known conditions specifically referred to in this Contract, and (3) ensuring that the activities of the Design-Builder and the Design-Builder's employees, Subcontractors (including suppliers), agents, and invitees with respect to those conditions do not violate any of those statutes, ordinances, or regulations. Without limiting the foregoing, the Design-Builder is solely responsible for the following environmental and natural resource risks associated with the performance of this Contract:

A. Air pollution;

B. Water pollution;

C. Contamination of soil, groundwater, or sediment;

D. Filling or destruction of wetlands;

E. Taking of a federally listed threatened or endangered species through habitat destruction, habitat degradation, or otherwise; and

F. Introduction of an invasive species.

6.25 In addition to the foregoing requirements, the Design-Builder shall manage and conduct all activities related to the performance of this Contract in accordance with all environmental Laws

and regulations, and with the requirements of all permits issued under those Laws and regulations of which the Design-Builder has been given notice or has actual knowledge. "Environmental Laws and regulations" means all federal and state statutes, all local ordinances, and all regulations adopted pursuant to those statutes and ordinances, as any of them may be amended from time to time, dealing with the prevention of environmental pollution or the preservation of natural resources, including but not limited to: the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, and Oregon Revised Statutes Chapters 465, 466, 467, 468, 468A, 468B, and 496. If the Design-Builder believes compliance with a requirement under this Contract or a direction given by the City will result in violation of any environmental Laws or regulations, the Design-Builder shall so notify the City in writing immediately and shall not proceed pursuant to that requirement or direction until the City directs the Design-Builder to proceed.

6.26 In the event of a sudden spill or discharge of hazardous material as a result of the negligence or other fault of the Design-Builder, its Subcontractor(s), agents, employees or anyone else for whom Design-Builder is responsible, the City may take action, including contracting for control or cleanup of the spill or discharge, unless the Design-Builder takes immediate appropriate action. If the City takes action pursuant to this paragraph, the City may recover from the Design-Builder all reasonable cost necessarily incurred in effecting the control and cleanup of the spill or discharge. Regardless of who undertakes the cleanup or control of the spill or discharge, the methods used shall be subject to the approval of the City.

6.26A Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by Design-Builder (reference 6.26), Design-Builder shall immediately notify City of any hazardous substance(s) which Design-Builder discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying City of any hazardous substance(s) discovered or encountered, Design-Builder shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well-being of Design-Builder's or any Subcontractor's work force.

6.26B. Upon notification from Design-Builder of the presence of hazardous substance(s) on the project site, City shall arrange for the proper disposition of such hazardous substance(s). City may agree to a Change Order or Change Directive to extend the Contract Time, depending on the nature and extent of necessary disposition or remediation for hazardous substances under this section.

Taxes

6.27 The Design-Builder shall pay or ensure payment of sales, consumer, use, and other similar taxes required of the Design-Builder or any Subcontractor under any Law with respect to performance

under this Contract. Design-Builder shall comply with all Oregon tax Laws and shall submit a certification of such compliance in accordance with ORS 305.385(6).

Use of Premises

6.28 The Design-Builder shall confine equipment, the storage of material, and the operations of workers to areas permitted by this Contract. The Design-Builder shall not unreasonably encumber the premises with equipment or material.

6.29 During the progress of the Work, the Design-Builder shall keep the premises free from accumulations of waste material, rubbish and other debris resulting from the Work. At the completion of the Work, the Design-Builder shall leave the site clean and ready for occupancy. The Design-Builder shall restore to their original condition those portions of the site not designated for alteration by this Contract.

6.30 The Design-Builder shall not permit any part of any structure to be subjected to loads that may endanger its structural stability. The Design-Builder shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Safety and Protection

6.31 The Design-Builder shall comply with all Laws applicable to the safety of persons or property. Damage, injury, or loss to property caused by the Design-Builder, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable shall be remedied by the Design-Builder.

6.32 The Design-Builder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

6.33 Prevention through Design: In order to minimize or eliminate risk and hazards, during the design phase the Design-Builder shall assign a design safety coordinator to anticipate hazards during the construction phase(s) and during occupancy.

A. The design safety coordinator shall develop a safety and health plan anticipating hazards applicable to the construction site, taking into account the construction activities that will take place on the site. The plan shall be provided to the construction team safety representative(s) for inclusion into their site-specific safety plan. This plan shall also include specific measures addressing hazards which may fall within one or more of these categories:

1. Work involving engulfment hazards.
2. Work involving falls from height hazards.
3. Work which puts workers at risk from chemical or biological substances.
4. Work with ionizing radiation.
5. Work near high voltage lines.
6. Work involving Hazardous Energy Control Procedures.
7. Work exposing workers to the risk of drowning (work over water).

8. Work carried out by divers.

9. Work involving the use of explosives.

10. Work involving the assembly or dismantling of heavy prefabricated components.

11. Work involving an OSHA or other regulatory requirement for worker health exposure monitoring.

12. Work taking place on, near, or over railroad right of way.

13. Work that impacts the use of the right of way by the travelling public.

14. Work near high-pressure gas lines or other potentially life-threatening utilities as identified by the City in writing.

B. The design safety coordinator shall also develop a safety and health plan anticipating hazards applicable to the use and maintenance of the permanent facility, ensuring the protection of employees and the public. This plan shall be submitted to the City prior to beneficial occupancy.

6.34 The Design-Builder shall designate a qualified and experienced safety representative whose duties and responsibilities shall be the prevention of accidents and the maintenance and supervision of safety precautions and programs. This person shall be the Design-Builder's project superintendent unless otherwise designated in writing by the Design-Builder to the City.

6.35 The Design-Builder shall report promptly in writing to the City all recordable accidents and injuries occurring at the site. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall submit a copy of the report to the City.

6.36 The Design-Builder shall inform the City of the specific requirements of the Design-Builder's safety program with which the City's employees and representatives must comply while at the site.

6.37 If the City deems any part of the Work unsafe, the City, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the City, or both. If the Design-Builder does not adopt corrective measures, the City may perform them and deduct their cost from the Contract Sum. The Design-Builder agrees to make no claim for damages, for an increase in the Contract Sum, or for a change in the Contract Time based on the Design-Builder's compliance with the City's reasonable request.

6.38 The Design-Builder shall erect and maintain necessary safeguards for the safety and protection of:

A. Employees on the Work and other persons whose safety may be adversely affected by performance of the Work.

B. The Work and material to be incorporated into the Work, whether in storage on or off the site.

If the Design-Builder fails to protect the Work, the City may, after giving notice to the Design-Builder, protect the Work and deduct the resulting cost from payment due the Design-Builder. The City's determination of when and to what degree such protection is necessary shall be final.

C. Other property at the site including trees, shrubs, lawn, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement.

D. Adjacent property and utilities when prosecution of the Work may affect them.

6.39 The Design-Builder's duties and responsibilities for the safety and protection of the Work shall continue until the Design-Builder has completed all obligations under this Contract.

Emergencies

6.40 In the event of an emergency affecting the safety or protection of persons or the Work or property at, adjacent to, or near the site, the Design-Builder shall act to prevent threatened damage, injury, or loss. The Design-Builder may act without special instruction or authorization from the City. The Design-Builder shall give the City written notice within 24 hours of any significant change in the Work or deviation from this Contract caused by the Design-Builder's acts or omissions.

Submittals (Construction Documents, Shop Drawings, Product Data, Maintenance Data, Other Information, and Samples)

6.41 The Design-Builder shall check and verify all field measurements associated with the fit and function of supplied equipment, products, and material. He shall then submit Construction Documents, Shop Drawings, Product Data, Maintenance Data, other information, and Samples to the City in accordance with the accepted submittal schedule, with such promptness as to cause no delay in the Work. All submittals shall be identified as the City requires, and shall be accompanied by the City's standard submittal form. Submittals shall be reviewed and stamped with the approval of the Design-Builder prior to submittal to the City.

6.42 Construction Documents, Shop Drawings, Maintenance Data, Product Data, and other information including, but not limited to, substitution requests, certificates, reports, test data, mix designs, and warranties shall be submitted electronically unless otherwise specified. Data shown in submittal information shall be complete with respect to quantities, dimensions, material, and specified performance and design criteria, to allow the City to verify conformance with this Contract.

6.43 The Design-Builder shall submit to the City the specified number of Samples required by this Contract. Samples shall be identified clearly as to material, manufacturer, pertinent catalog numbers, and intended use.

6.44 The Design-Builder shall call the City's attention to any deviations from the requirements of the Construction Documents that the Shop Drawings, Product Data, Maintenance Data, other information, or Samples may have. This shall be in a written format approved by the City and submitted electronically through the established construction management platform.

6.45 Within 7 Business Days of actual receipt, the City will stamp, date, and return proposed deviations to the Design-Builder indicating the action to be taken, or notify the Design-Builder of the reason for delay in return. The City's review will be only for conformance with the design concept of the Work and for general compliance with this Contract. It will not extend to means, methods, sequences, techniques, or procedures of construction; nor will it extend to safety precautions or programs related thereto, or to the assembly in which an item functions.

6.46 The Design-Builder shall make any corrections required by the City and proceed according to the City's directions. The Design-Builder shall return the required number of corrected copies of

submittal information and resubmit new Samples for review. The Design-Builder shall direct specific attention in writing to revisions other than the corrections called for by the City on previous submittals.

6.47 The Design-Builder's stamp of approval on any submittal shall constitute a representation to the City that the Design-Builder has: (1) determined and verified all quantities, dimensions, field construction criteria, material, catalog numbers, and similar data or assumes full responsibility for doing so, and (2) has reviewed and coordinated each submittal with the requirements of this Contract.

6.48 When a submittal is required by this Contract, no related Work shall be commenced until the submittal has successfully completed the Design-Builder's review process and any deviations have been submitted to and reviewed by the City, unless permission to commence has been granted in writing by the City. The Work shall be in accordance with approved submittals (including but not limited to the Construction Documents), except that Design-Builder shall not be relieved of its responsibility to perform Work in accordance with the requirements of the Design-Build Documents.

6.49 The City's review of a submittal (including but not limited to the Construction Documents) shall not relieve the Design-Builder from responsibility for any deviations from this Contract except those called to the City's attention at the time of submission and specifically accepted in writing by the City. Changes in the Work shall follow procedures outlined for a Change Order. Review by the City shall not relieve the Design-Builder from responsibility for errors or omissions in the submittal, including but not limited to errors or omissions in the Construction Documents.

6.50 Submittals that have successfully completed the review process shall become binding upon the Design-Builder, and Design-Builder shall be obligated to perform in accordance with the reviewed submittal.

Schedule of Values

6.51 The Design-Builder shall submit a schedule of values prepared by distributing the Guaranteed Maximum Price to line items in a format approved by the City. The distribution of the Guaranteed Maximum Price shall accurately reflect the estimated cost of the individual line items.

6.52 The Design-Builder shall submit the initial schedule of values for review and approval at the first meeting between the City and Design-Builder. Once approved, the schedule of values shall be updated monthly. Each schedule of values submittal, including the initial submittal, shall include a hard copy and an electronic copy on disk.

Work Progress Schedule

6.53 The Design-Builder shall submit a PC-based critical path method work progress schedule with activities coded to facilitate organizing the schedule.

6.54 The Design-Builder shall submit the initial work progress schedule for review at the first meeting between the City and Design-Builder. The work progress schedule shall be updated monthly. Each work progress schedule submittal, including the initial submittal, shall include a hard copy and an electronic copy through EADOC.

6.55 The Design-Builder shall additionally, twice monthly, provide an updated three-week look ahead schedule.

6.66 Acceptance of the Schedule by the Owner or Owner's Representative does not constitute agreement by the Owner as to the Design-Builder sequencing, means, methods, or durations. Any positive difference between the Design-Builder scheduled completion and the contract completion date is float owned by the Owner. Use of float shall be negotiated. In no case shall the Design-Builder make a claim for delays if the Work is completed within the Contract Period but after Design-Builder scheduled completion.

Access to the Work

6.55 The Design-Builder shall provide reasonable and safe access to the City and inspection authorities for observation, testing, and inspection of the Work including, but not limited to, ladders, lifts, equipment, and tie-off apparatus.

Prosecution of the Work

6.56 The Design-Builder shall continue performance of the Work in accordance with the work progress schedule during all claims or disputes with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Design-Builder and the City may otherwise agree in writing.

City's Right to Do the Work

6.57 If the Design-Builder fails to prosecute the Work properly or fails to perform any provision of this Contract, the City, after a three-day written notice to the Design-Builder, may, without prejudice to any other remedy it may have, make good such failures. The City may deduct the cost thereof from any payment due the Design-Builder. In cases of emergency, the City may prosecute such Work without notice or delay and may deduct the cost thereof from any payment due the Design-Builder.

Indemnification

6.58 Design-Builder shall defend, indemnify, reimburse, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, damages, demands, suits, fees and judgments (collectively known as 'claims') to the extent that claims may be based on, or arise out of damage (including economic or noneconomic damages) or injury (including death) to persons or property caused by or resulting from any breach, negligence, act, omission, or other fault of Design-Builder or its agents, representatives, or subcontractors sustained in connection with Design-Builder's, its agents', representatives', or subcontractors' the performance of this contract or by conditions created thereby or based upon violation of any statute, ordinance or regulation, including professional errors and omissions, design warranties, construction operations, and faulty Work claims. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees, and volunteers. The Contractor agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

Nothing in the foregoing shall be deemed to require any indemnity made void by ORS 30.140.

Prevailing Wage Rates

6.59 The Design-Builder shall comply with the prevailing wage rate requirements of ORS 279C.800 to 279C.870 at the time this Contract first constitutes a binding and enforceable obligation on the part of the Design-Builder to perform or arrange for the performance of construction, reconstruction, major renovation, or painting, or when the GMP Amendment is executed, whichever occurs first, and maintained through the project duration. At the Owners discretion, rate adjustments may be proposed by the Design Builder, and considered by the Owner, at the time of future GMP Amendments when multiple GMP Amendments are required to complete the Project.

A. The existing prevailing rates of wage which may be paid to workers in each trade or occupation required for this Work and employed in the performance of this Work by the Design-Builder or a Subcontractor, or any other person doing or contracting to do all or any part of the Work, may be obtained from the Bureau of Labor and Industries' web site at www.boli.state.or.us.

B. Workers in each trade or occupation required for this Work and employed in the performance of this Work by the Design-Builder, a Subcontractor, or any other person doing or contracting to do all or any part of the Work, shall be paid not less than the minimum hourly rate of wage specified in the foregoing paragraph. The Design-Builder shall ensure that each subcontract includes a provision that workers shall be paid not less than the minimum hourly rate of wage specified in the foregoing paragraph.

C. The Design-Builder shall have a public works bond filed with the Construction Contractors Board as provided by ORS 279C.836. In every subcontract, the Design-Builder shall include a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board, unless exempt, as provided by ORS 279C.836.

D. The fee that is required to be paid to the commissioner of the Bureau of Labor and Industries under ORS 279C.825(1) shall be paid under the administrative rule of the commissioner.

Labor Relations

6.60 The Design-Builder shall be responsible for labor relations and shall seek to resolve disputes between himself and his employees. Any labor dispute arising from this Contract that causes a disruption of the City's operations shall be to the account of and the responsibility of the Design-Builder.

ARTICLE 7 – WORK BY OTHERS

7.1 The Design-Builder shall afford utility service companies, other contractors and City employees reasonable access to the Work. He shall allow storage of material and execution of work by others. He shall properly connect and coordinate his Work with work by others.

7.2 Notice will be given to the Design-Builder prior to the start of any additional work by others not noted in this Contract. If the Design-Builder believes that the performance of such additional work by the City or others involves additional expense to the Design-Builder or requires an extension of the Contract Time, the Design-Builder shall notify the City in writing.

7.3 If any part of the Design-Builder's Work depends upon the work of any other contractor, utility service company, or the City, the Design-Builder shall inspect and promptly report to the City in

writing any reasons that render work by others unsuitable. The Design-Builder's failure to report unsuitability of work by others shall constitute the Design-Builder's acceptance of the work by others as fit and proper for integration with the Design-Builder's Work. Latent or non-apparent defects and deficiencies in the work by others shall be reported to the City in writing promptly upon discovery.

7.4 The Design-Builder shall do all cutting, fitting, and patching of the Work that may be required to make its parts come together properly and integrate with such other work. The Design-Builder shall not endanger any work by others. The Design-Builder shall cut or alter work by others only with the written consent of the City and those whose work will be affected.

7.5 Unless otherwise specified, the City shall be the final authority regarding coordination issues between the Design-Builder and work by others.

ARTICLE 8 – CITY'S STATUS

Project Manager

8.1 The City's Project Manager will be the City's representative during the design and construction phases of the Work.

8.2 The Project Manager will resolve any and all questions which may arise as to Contract compliance. The Design-Builder shall at all times carry out and fulfill the City's instructions and directions insofar as they concern the Work to be performed under this Contract.

A. The Project Manager's authority includes, but is not limited to:

1. Determining the quantity, quality, and acceptability of material furnished and Work performed.

2. Reviewing and approving/disapproving the manner of performance and rate of progress of the Work.

3. Stopping the Work whenever such stoppage is deemed necessary.

4. Administering this Contract.

5. Determining acceptable fulfillment of this Contract by the Design-Builder.

B. Written approval by the Project Manager signifies favorable opinion and qualified consent. It does not carry with it: (1) certification, (2) assurance of completeness, (3) assurance of quality, or (4) assurance of accuracy concerning details, dimensions, and quantities.

C. Written approval by the Project Manager will not relieve the Design-Builder from responsibility for: (1) errors, (2) improper fabrication, (3) nonconformance with requirements, or (4) deficiencies within the Design-Builder's control.

Clarifications and Interpretations

8.3 The Project Manager will issue with reasonable promptness such written clarifications or interpretations of this Contract as may be necessary. If the Design-Builder believes that a written

clarification or interpretation justifies an increase in the Guaranteed Maximum Price or the Contract Time, the Design-Builder may notify the City as provided in Article 9.

Rejection of Defective Work

8.4 The Project Manager is authorized to disapprove or reject Work which is Defective and to require additional inspection or testing of the Work whether or not the Work is fabricated, installed, or completed.

City Inspectors

8.5 The City will assign City inspectors who are authorized to:

A. Inspect the Work as it is performed and all material being furnished. Such inspections may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the material to be used.

B. Call the attention of the Design-Builder to any failure of the Work to meet this Contract.

C. Reject material not meeting the requirements of this Contract.

D. Suspend that part of the Work affected by Contract nonconformance until the issue can be referred to and a decision issued by the Project Manager.

8.6 City inspectors are not authorized to:

A. Supervise or perform any other duties for the Design-Builder, or interfere with the Design-Builder's management of the Work.

B. Give final approval or acceptance of any portion of the Work.

C. Issue instructions or directions contrary to this Contract.

8.7 No act or failure to act on the part of a City inspector will render the City liable in any way, nor shall it relieve the Design-Builder from fulfilling all of the terms and conditions of this Contract.

Limitations on the City's Responsibilities

8.8 The City is not responsible for the acts or omissions of the Design-Builder or the Design-Builder's employees, Subcontractors, manufacturers, fabricators, suppliers, distributors, or any other persons at the site or otherwise performing any of the Work, or their agents or employees.

8.9 The City is not responsible for the Design-Builder's means, methods, procedures, sequences, or techniques of construction, or related safety precautions and programs, except as specified in the Design-Build Documents.

8.10 The City is not responsible for the Design-Builder's failure to perform the Work in accordance with this Contract.

ARTICLE 9 – CHANGES

Changes in the Work

9.1 Without invalidating this Contract, the City may, at any time, order additions, deletions, or revisions to the Work by written Change Order or Change Directive. All such additions to or revisions of the Work shall be performed in accordance with the applicable provisions of this Contract. If the City and Design-Builder agree on the terms and conditions related to a change in the Work, a Change Order will be executed to adjust the Guaranteed Maximum Price, schedule, or both. If the City and Design-Builder cannot agree on the adjustment to the Guaranteed Maximum Price, schedule, or both, the City may issue a Change Directive. If the Design-Builder disagrees with any City-issued Change Directive, the Design-Builder may assert a claim in accordance with Article 14. The Design-Builder will not receive compensation for changes absent prior written approval from the City.

9.2 If the Design-Builder believes that a Change Directive or Contract interpretation or clarification by the City will require a change in the Guaranteed Maximum Price or the Contract Time, the Design-Builder shall so notify the City in writing within seven days after the Design-Builder receives the Change Directive or Contract interpretation or clarification.

9.3 If directed by the City, the Design-Builder shall immediately proceed with the changes to the Work involved upon receipt of a Change Directive. If (a) the Design-Builder fails to submit a cost estimate within 15 days of receipt of the Change Directive (or earlier if requested), or other request for a proposed change, or (b) the parties fail to agree as to the cost or schedule impact, or (c) the City for any reason deems it necessary, the City in its discretion may either (i) order the Design-Builder to account for cost using the force account method described in Items 9.13 through 9.15 or (ii) issue a unilateral change to the Guaranteed Maximum Price in accordance with the City's estimate of cost. If the City disputes whether the Design-Builder is entitled to additional compensation for the work at issue, the City may in its discretion proceed with either approach above (with a full reservation of rights regarding lack of entitlement) or the City may proceed under the disputed change order method described in Item 9.4 herein.

9.4 If the City and the Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by the City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, the City and Design-Builder shall resolve the disagreement pursuant to Article 14 herein. As part of the negotiation process, Design-Builder shall furnish the City with a good faith estimate of the costs to perform the disputed services in accordance with the City's interpretations. If the parties are unable to agree and the City expects Design-Builder to perform the services in accordance with the City's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon the City issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying the City's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to 50 percent of its reasonable estimated direct cost, and the City agrees to pay such amounts to the extent they are reasonable, with the express understanding that (x) such payment by the City does not prejudice the City's right to argue that it has no responsibility to pay for such services, (y) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if the City's order is deemed to be a change to the Work, and (z) the fact that 50 percent payment has been temporarily acknowledged or paid shall not be admissible by either party in any dispute resolution

proceeding (including but not limited to arbitration or litigation) for the purpose of showing that either party conceded any aspect of the other party's position, it being understood that the 50 percent provisions of this paragraph are intended solely to facilitate completion of the Project while fully preserving both parties positions for dispute resolution.

9.5 The Design-Builder shall continue performance of the Work, including the change, during the negotiation of the Change Order, even if a dispute arises which delays or prevents agreement on the terms and conditions of the Change Order.

9.6 Any Change Order shall constitute an accord and satisfaction with respect to issues related to changes in the Guaranteed Maximum Price and the Contract Time. The Change Order shall be deemed to contain all the costs and credits relating to changes.

9.7 To assist in the preparation of a Change Order, the Design-Builder shall give the City a detailed cost estimate and a proposed schedule adjustment if a change in Contract Time is necessary. The cost estimate shall include a line item for each category of cost reimbursable under the Contract (see the Agreement), shall be submitted in writing to the City within 10 days after the City orders the additional work, and shall demonstrate satisfaction of the requirements set forth in Article 10. If a Change Order includes multiple, unrelated changes, the cost estimate and proposed schedule adjustment shall treat those changes independently.

9.8 The parties shall negotiate to resolve any disagreements over the cost estimate or proposed schedule adjustment. The negotiated cost estimate shall be the basis for increasing or decreasing the Guaranteed Maximum Price. Based upon the negotiated cost estimate and schedule adjustment, the City will prepare and the parties shall sign a Change Order.

Change of Contract Time

9.9 All time limits stated in this Contract are of the essence. Contract Time will be changed only by a Change Order. Any extension in Contract Time will be based on written notice delivered to the City within 15 days of the occurrence of the event precipitating the request. The Design-Builder shall deliver a work progress schedule analysis or summary justifying the time extension within 30 days of such occurrence. Failure to deliver any documentation to the City within the time limits specified above will completely foreclose consideration of an extension of Contract Time and all rights and remedies arising therefrom.

9.10 Time extensions will be granted only when conditions described in Item 9.11 exist and when the City agrees that the work progress schedule substantiates the need.

A. An adjustment of Contract Time will be the Design-Builder's sole remedy for any delay in performing the Contract, including without limitation any delay in achieving contractually required Substantial Completion, Final Acceptance, or milestone dates. To the extent the delay is unreasonable and is caused by the acts or omissions of the City or persons acting for the City, the Design-Builder is not precluded from the recovery of damages or from an equitable adjustment.

9.11 Extension of Contract Time will be determined by the City and will be an equitable adjustment if all or a part of the Work is hindered, delayed, or suspended by an Act of God, act of war, act of terrorism, or the acts or omissions of the City or the City's commissioners, employees, contractors, or agents.

9.12 Requests for extension of Contract Time will not be considered for: (1) contention that insufficient time was specified in this Contract; (2) delays which affect the Design-Builder's planned early completion but not the specified Contract Time; (3) suspensions made at the request of the Design-Builder; (4) delays caused by labor disputes involving the Design-Builder or his Subcontractors; or (5) delays caused by issues known and addressed in this Contract.

ARTICLE 10 – SUBCONTRACTS

10.1 For the purposes of this article, "subcontract" includes without limitation subcontracts at any tier for construction services or supplies.

10.2 An adjustment for the changes in the Work will be made in accordance with one or a combination of the following methods as the Design-Builder may elect:

A. Fixed price Change Orders as supported by the breakdown of estimated costs.

B. Force account Change Orders in accordance with the 2018 Oregon Standard Specifications for Construction, with the City's prior written authorization.

Fixed Price Subcontractor Change Orders

10.3 Except as otherwise provided by this article or agreed to in writing by the City, subcontract change orders shall meet the following requirements.

A. Direct Costs

1. Material (itemize)

a. The cost to the Subcontractor for the material directly required for the performance of the changed Work. Such cost of material may include the cost of transportation. No delivery charges will be allowed unless the delivery is specifically for the changed Work.

b. Trade discounts offered by the supplier to the Subcontractor shall be credited to the City. If the material is obtained from a source owned wholly or in part by the Subcontractor, payment thereof will not exceed the current wholesale price for the material. The term "trade discount" includes the concept of cash discounting.

c. If, in the opinion of the City, the cost of the material is excessive or if the Subcontractor fails to furnish satisfactory evidence of a cost to him from the supplier then, in either case, the cost of the material shall be deemed to be the lowest current wholesale price at which similar material is available in the quantities required.

d. The City reserves the right to furnish such material as it deems advisable and the Subcontractor shall have no claims for cost or profit on material furnished by the City.

2. Labor (man-hours, rates by crafts)

a. Payroll costs shall include, but not be limited to, salaries and wages, and fringe benefits including social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation

and holiday pay applicable thereto. The costs for all supervision, including general superintendents and foremen, shall be included in the markups established by this Contract. The only exception to this shall be working foremen who perform manual labor. No labor charges will be accepted for engineering or proposal preparation. These costs shall be included in the markups established by this Contract.

b. Overtime and premium time pricing will be allowed only for labor which is authorized by the City to be performed after normal working hours, or on Saturday, Sunday, or legal holidays.

3. Equipment (type, size, attachments, hours, rate)

a. The cost to the Subcontractor for the use of equipment directly required in the performance of the changed Work. No mobilization or demobilization cost will be allowed for equipment already on site.

b. For equipment owned, furnished, or rented by the Subcontractor, costs allowed shall be the actual usage costs incurred as supported by the Subcontractor's published standard equipment rates or rental invoices. Rates charged shall not exceed the rates established by the Rental Rate Blue Book.

c. The amount to be paid to the Subcontractor for the use of equipment as set forth above will constitute full compensation for the cost of fuel, power, oil, lubricants, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs incidental to the use of the equipment.

4. Direct costs shall not include:

a. Payroll costs and other compensation of the Subcontractor's officers, executives, principals of partnerships and sole proprietorships, general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, superintendents and foremen, and similar administrative personnel. These costs shall be considered administrative costs covered by the Subcontractor's fee.

b. Expense of the Subcontractor's principal and branch offices other than the Subcontractor's office at the site.

c. Any part of the Subcontractor's capital expenses. Interest on the Subcontractor's capital employed for the Work. Charges against the Subcontractor for delinquent payments.

d. Costs due to the negligence of the Subcontractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Negligence costs include correction of Defective Work, disposal of material wrongly supplied, and making good any damage to property.

e. Other overhead or general expense costs of any kind.

f. Cost of small tools and supplies.

g. Cost of safety programs.

h. Costs of insurance.

i. Cost of warranty work.

B. Subcontract Costs

1. Direct costs shall be as outlined in Item 10.3, A.

2. Subcontractors' (at any tier) markups for overhead and profit shall not exceed 15 percent of the direct costs.

C. Subcontractor's Markup

1. The Subcontractor's markup for overhead and profit shall not exceed the following:

   a. No more than 15 percent of material, labor and equipment costs incurred; and

   b. No more than 8 percent on payments to Subcontractors at all tiers.

2. The amount of credit to the City for a change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in the Subcontractor's overhead and profit markup by an amount equal to that allowed above.

3. When both additions and credits are involved in any one change, the adjustment in the Subcontractor's overhead and profit markup shall be computed on the basis of the net change in cost.

4. Notwithstanding the foregoing, the cumulative total of all markups on a cost by Subcontractors at all tiers may not exceed 30 percent.

ARTICLE 11 – WARRANTY; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

Tests and Inspections

11.1 Testing shall be by the 2018 Oregon Standard Specifications for Construction and, as necessary, as described in the GMP Amendment.

11.2 This section intentionally left blank.

11.3 This section intentionally left blank.

Uncovering Work

11.4 The Design-Builder, at the City's request, shall uncover, expose, and reconstruct, or otherwise make available for observation, inspection, testing, or approval, any portion of the Work. The Design-Builder shall furnish all necessary labor, material, and equipment. The cost shall be allocated as follows:

A. The Design-Builder shall bear the cost if the Work was covered contrary to the direction or without approval of the City.

B. The Design-Builder shall bear the cost if the Work was covered without concurrence of the City unless the Design-Builder had given the City timely notice of intent to cover such Work, and the City did not act with reasonable promptness in response to such notice.

C. The Design-Builder shall bear the cost if the previously installed Work is found to be Defective.

D. For situations not covered above, the Design-Builder may be allowed an increase in the Guaranteed Maximum Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction if he makes a request therefor as provided in Articles 9 and 10.

Warranty

11.5 Contractor unconditionally warrants all the construction activities constituting the Work and materials under this contract, including additional work authorized under change orders, against any defects whatsoever, for one year from the date of acceptance by the City, except that manufacturers' warranties and extended manufacturer warranties as specified in the contract documents or otherwise is a standard manufacturer product warranty shall not be abridged. In addition to its right to proceed on the warranty, the City may recover for breach of contract, negligence, or any other theory other than the express warranty even if defects do not become evident during the warranty period.

A. Contractor shall perform all Work in accordance with all specifications, correcting any Work not in compliance with specifications, and for all repairs of damage to other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from occurrences beginning during the warranty period and are the result of defects in construction or materials installed under this contract. Contractor shall be responsible for all costs associated with site cleanup and remediation caused by, or resulting in whole or in part from, defects in its work or materials.

B. Within 10 calendar days of the City's written notice of defects, Contractor or Contractor's Surety shall start repair of the defects and all related damage. If Contractor or Contractor's Surety fails to correct and repair the defects in a timely manner, the City may have the correction and repair done by others. Contractor or Contractor's Surety shall promptly reimburse the City for all expenses incurred to correct and repair the defects.

C. In case of an emergency where delay could result in serious loss or damage, the City may make emergency corrections and repairs, without written notice. Contractor or Contractor's Surety shall promptly reimburse the City for all expenses incurred to correct and repair the defects.

D. All Work done to comply with the warranty shall itself be warranted for one year beginning on the date of the City's Third Notification of the corrections, repairs, replacements or changes.

11.6 The Design-Builder further warrants that the construction work will conform to the requirements of the Contract Documents and will not be Defective for any reason, and that all materials and equipment selected by the Design-Builder or Subcontractor will be suitable for the purposes

indicated in the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered Defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

11.7 Without limitation of any remedy of the City, upon Substantial Completion or termination of the Contract, the City shall be entitled to enforce at its option any and all Subcontractor warranties relating to Work performed and materials and equipment furnished by such Subcontractors. The Design-Builder agrees to perform the Work in such manner so as to preserve any and all such Subcontractor warranties. The Design-Builder also shall collect, assemble in a binder, and submit to the City written Subcontractor warranties and related documents, including without limitation from Subcontractors at all tiers performing Work and furnishing materials, equipment, appliances and other components of the Project.

11.8 Effective upon final payment, the written demand of the City, or upon the insolvency, bankruptcy, dissolution or other incapacity of the Design-Builder, the Design-Builder assigns to the City all Subcontractors' warranties in materials and equipment and other portions or components of the Work.

11.9 The Design-Builder shall collect, assemble in a binder and submit to the City written warranties and related documents provided by Subcontractors, including but not limited to suppliers of equipment, appliances and other components of the Project, at all tiers. All such written warranties shall extend to the City. The Design-Builder hereby assigns to the City any warranty or maintenance obligation provided by a Subcontractor or supplier in excess of that required by this Contract.

Correction or Removal of Defective Work

11.10 In addition to the Design-Builder's warranty obligations and all other remedies of the City, if at any time during the period ending one year after Substantial Completion the Work is found to be Defective, the Design-Builder shall promptly correct all Defective Work without added cost to the City, whether or not fabricated, installed, or completed or, at the City's option, remove it from the site and replace it with Work that meets the Contract requirements. If the Design-Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause risk of loss or damage, the City may have the Defective Work corrected or removed and replaced, and all direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Design-Builder or the Design-Builder's surety.

11.11 Nothing contained in Item 11.10 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents or applicable Law. Establishment of the period for correction of Work as described in Item 11.10 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time nor shall otherwise be deemed to limit the time within which the obligation to comply with the Design-Build Documents or applicable Law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

City May Correct Defective Work

11.12 If the Design-Builder fails, within three days after written notice from the City, to proceed to correct, or to remove and replace Defective Work as required by the City, or if the Design-Builder fails to perform the Work in accordance with this Contract (including any requirements of the work progress schedule), the City may correct and remedy any such deficiency. In exercising the rights under this paragraph, the City will proceed expeditiously. To the extent necessary to

complete corrective and remedial action, the City may: (1) exclude the Design-Builder from all or part of the site; (2) take possession of all or part of the site; (3) suspend the Design-Builder's services related thereto; (4) take possession of the Design-Builder's tools, appliances, construction equipment and machinery at the site; and (5) incorporate in the Work material stored at the site or for which the City has paid the Design-Builder but which has been stored elsewhere. The Design-Builder shall allow the City's representatives, contractors, agents, and employees such access to the site as may be necessary to exercise the rights under this paragraph. All direct and indirect costs in exercising such rights will be charged against the Design-Builder. A Change Order will be executed incorporating the necessary revisions to this Contract and a reduction in the Guaranteed Maximum Price. Such direct and indirect costs will include, in particular but without limitation: (1) additional professional services required; and (2) repair and replacement of the Work of others destroyed or damaged by correction, removal, or replacement of the Design-Builder's Defective Work. The Design-Builder will not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise of the City's rights under this section.

ARTICLE 12 – PAYMENTS TO THE CONTRACTOR AND COMPLETION

Before Request for Progress Payment

12.1 Prior to submitting the first request for progress payment, the Design-Builder shall submit the following to the City:

A. Work progress schedule.

B. Schedule of values.

C. Cash flow schedule.

D. Final submittal schedule.

E. Wage certification.

1. If the Design-Builder is required to file a certified statement under ORS 279C.845, and the certified statement has not been filed as required, the City will retain 25 percent of any amount earned under this Contract until the certified statement has been filed. The City will pay the Design-Builder the amount retained within 14 days after the missing certified statement has been filed. Failure of a Subcontractor to file a certified statement required under ORS 279C.845 will not trigger retainage under this paragraph.

12.2 After the City's receipt and acceptance of the items listed under Item 12.1 above, the Design-Builder shall attend a pre-progress payment meeting, if requested by the City, to discuss payment requests, procedures, and requirements.

Request for Progress Payment

12.3 Thirty days or more following the Work Start Date, the Design-Builder may request the first monthly progress payment on Work completed by the date of the request. The request shall be made on the Design-Builder's Request for Payment form (form follows these General Conditions) and shall be accompanied by supporting documentation required by this Contract. Requests shall be signed by the Design-Builder and submitted to the City for review.

12.4 This section intentionally left blank.

12.5 Material delivered and stored on site but not yet incorporated in the Work may be included in the request for progress payment subject to approval by the City and the following:

A. No payment will be made for material costing less than $50,000 total.

B. The City's title to and interest in the material must be clearly established and free of all liens or other encumbrances.

C. Value shall be established by invoice, freight bill, or other document.

D. Payment for stored material will be limited to 90 percent of the net cost invoiced to the Design-Builder.

E. When there is a bid price on material in place, the City will estimate the cost of placing. The progress payment will be limited to 90 percent of the bid price less the estimated cost of placing.

F. Risk of loss remains with the Design-Builder.

G. Materials must be stored in a location that is acceptable to the City where the City has access to said materials. Additionally, the materials must be stored in a fashion that does not compromise the materials in any way.

12.6 Progress payments shall not be construed as acceptance or approval of the Work or waiver of any defects in the Work.

Retainage

12.7 This section intentionally left blank. Refer to GMP Amendment.

Review of Request for Progress Payment

12.8 Within 15 days, the City will review each request for progress payment and recommend payment or respond in writing to the Design-Builder with the reasons the City is requiring resubmittal of the pay request before it can be approved.

12.9 The City may refuse to make payment and withhold payment, in whole or any part, to the extent:

A. The Work is Defective, or completed Work has been damaged requiring correction or replacement;

B. Written claims have been made against the City or liens have been filed in connection with the Work;

C. The City has been required to correct Defective Work or to complete the Work;

D. The Design-Builder's prosecution of the Work in accordance with this Contract is unsatisfactory;

E. The Design-Builder has failed to make payments covered by past progress payments to Subcontractors, or for labor or material; or

F. The Design-Builder is in breach of this Contract.

G. Testing of work element failed or was not performed.

H. Specified warranties for work products are not provided to the City.

Substantial Completion

12.10 When the Design-Builder considers the entire Work ready for its intended use, he shall certify in writing that the entire Work is Substantially Complete and request a letter confirming Substantial Completion. Within 15 days thereafter, the Design-Builder and the City shall make an inspection of the Work to determine the status of completion, to include representatives of the lead designer. If, upon written recommendation by the lead designer, the City considers the Work Substantially Complete, the City will, within 15 days of date of inspection, execute and deliver to the Design-Builder a letter confirming Substantial Completion with a list of items begun by the lead designer and revised and issued by the City to be completed or corrected. The letter will state the date of Substantial Completion. If the City does not consider the Work Substantially Complete, the City will notify the Design-Builder in writing giving reasons therefor.

A. Warranties and operation and maintenance manuals shall be submitted and approved by the City and training shall be completed for the Work to be considered Substantially Complete.

12.11 The City may exclude the Design-Builder from that part of the Work after the date of Substantial Completion. The City will allow the Design-Builder reasonable access to complete or correct items on the list.

12.12 The Design-Builder may request, in writing, that the City confirm Substantial Completion for a part of the Work using the inspection and correction procedure described above. The City will only consider confirming Substantial Completion for a part of the Work if the City desires that part to become operational.

12.13 The City may allow the Design-Builder use of equipment installed as part of the Work prior to Substantial Completion, subject to the Design-Builder:

A. Obtaining the City's written approval.

B. Maintaining the equipment, and preparing and maintaining a log recording all maintenance activities.

C. Returning equipment to "as-new" condition upon Substantial Completion.

Partial Utilization

12.14 The City may request, in writing, the use of any part of the Work which may be used without significant interference with construction of other parts of the Work. If the City requests use of

any part of the Work prior to Substantial Completion of all the Work, the City will issue to the Design-Builder a letter granting Substantial Completion for that portion of the Work with a list of items to be completed or corrected. The City will assume responsibility for security, safety, operation, maintenance, and utilities for that part of the Work while it is being used by or under the control of the City.

Final Inspection and Final Acceptance

12.15 When the Design-Builder considers the entire Work, or an agreed-upon portion thereof, to be complete, he shall certify, in writing, that the Work is complete and request a letter granting Final Acceptance. Within 30 days after receipt of the Design-Builder's certification, the City will inspect the Work, and the lead designer shall certify that it has reviewed the Work, and, upon recommendation by the lead designer, the City will notify the Design-Builder, in writing, of Final Acceptance or of all particulars in which this inspection reveals that the Work is incomplete or Defective. The Design-Builder shall immediately take such measures as are necessary to remedy such deficiencies and allow an additional 30 days for the City to complete another inspection of the Work. Issuance of Final Acceptance by the City shall not constitute (1) a waiver of any right or remedy of the City under the Contract or Law or (2) approval of or acquiescence to any breach of this Contract. The Design-Builder's certification shall be preceded or accompanied by all documentation called for in this Contract, including but not limited to:

A. Redline Drawings for creating record drawings.

B. Bonds, if any.

C. Software or code use rights documentation.

D. Certificates of inspection from jurisdictional authorities.

E. Releases, waivers, or exoneration of all liens arising out of or filed in connection with the Work.

F. The Design-Builder's Waiver of Claims to Date form certifying that all payrolls and material bills and other indebtedness connected with the Work for which the City might in any way be responsible have been paid or otherwise satisfied. G. Consent of surety, if any, to final payment.

Final Payment

12.16 This section intentionally left blank. Refer to GMP Amendment.

12.17 This section intentionally left blank.

Design-Builder's Continuing Obligation

12.18 The Design-Builder's obligation to perform and complete the Work in accordance with this Contract shall be absolute and cannot be waived in whole or in part by the City except by express written instrument signed by an authorized City representative. Any such waiver will specifically identify the Work that the City is willing to accept and the manner in which that Work fails to meet the original requirements of the Contract. Accordingly, and by way of example only, none of the following will constitute acceptance of Work not in accordance with this Contract or release

the Design-Builder from obligation to perform the Work in accordance with this Contract, regardless of whether any defect, deficiency, or damage is patent or latent:

A. Any act of acceptance by the City, except in an express written instrument as described above.

B. Any correction by the City of Defective Work.

C. Use, operation, or occupancy of the Work or any part of the Work by the City.

D. Recommendation by City staff for any progress or final payment.

E. Payment by the City to the Design-Builder.

F. Issuance of a letter of Substantial Completion.

G. Issuance of a letter of Final Acceptance.

Design-Builder's Warranty of Title

12.19 The Design-Builder warrants that title to all Work and material covered by any request for payment, whether incorporated in the Work or not, will pass to the City at the time of payment. Title shall be free and clear of all liens, claims, security interests, and encumbrances.

Waiver of Claims

12.20 The acceptance of final payment will constitute a waiver of all claims by the Design-Builder against the City other than those previously made in writing and still unsettled.

Other Damages

12.21 The City will have the right to recover from the Design-Builder and, to the extent permitted by Law, to deduct from any payment due the Design-Builder, the amount of any loss suffered by the City on account of the failure of the Design-Builder, Subcontractor, anyone directly or indirectly employed by any of them, and anyone for whose acts any of them may be liable to comply with the rules and regulations referenced or contained in this Contract.

ARTICLE 13 – SUSPENSION OR TERMINATION OF THE WORK

City May Suspend the Work

13.1 The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice, in writing, to the Design-Builder. This notice will fix the date on which Work shall stop and the date on which it shall resume. The Design-Builder shall resume the Work on the date so fixed. The Design-Builder will be allowed an increase in the Guaranteed Maximum Price or an extension of the Contract Time, or both, directly attributable to the suspension.

13.2 If the Work is Defective, or if the Design-Builder fails to supply sufficient skilled workers or suitable material or equipment, or if the Design-Builder fails to perform the Work in such a manner that the completed Work conforms to this Contract, the City may order the Design-Builder to suspend the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of the City to suspend the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Design-Builder or any other party.

13.3 In the event the Design-Builder, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable fails to comply with the rules and regulations referenced in this Contract, the City may suspend the Work or any portion thereof. The suspension shall continue until completion of any investigation or evaluation by the City and full compliance with any corrective measures which the City may reasonably require. The City will not be liable to the Design-Builder for any delay caused by such suspension, nor will there be any adjustment in the Guaranteed Maximum Price or Contract Time.

City May Terminate the Work

13.4 The occurrence of any one or more of the following events will justify termination for cause:

A. The Design-Builder is adjudged bankrupt or insolvent.

A. The Design-Builder makes a general assignment for the benefit of creditors.

B. A trustee or receiver is appointed for the Design-Builder or for any of the Design-Builder's property.

C. The Design-Builder files petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar Laws.

D. The Design-Builder fails to supply sufficient skilled workers or suitable material or equipment.

E. The Design-Builder fails to make prompt payments to Subcontractors or for labor and material.

F. The Design-Builder disregards Laws, ordinances, rules, regulations, or orders of any public body having jurisdiction including, without limitation, ordinances adopted by the City and referenced in this Contract, and the rules and regulations adopted by the City's City Manager or designee.

G. The Design-Builder disregards the authority of the City.

H. The Design-Builder otherwise violates in any substantial way any provision of this Contract.

13.5 The City may, after giving the Design-Builder a seven-day written notice: (1) terminate this Contract for default; (2) exclude the Design-Builder from the site; (3) take possession of the site and the Design-Builder's tools, appliances, construction equipment and machinery at the site, or take possession of tools, appliances, construction equipment and machinery not at the site that is to be incorporated into the Work and for which Design-Builder received payment, and use the same to the full extent they could be used by the Design-Builder without liability to the Design-Builder for trespass or conversion; (4) take possession of and incorporate in the Work material stored at the site or for which the City has paid the Design-Builder but which is stored elsewhere; (5) finish the Work as the City may deem expedient, and (6) obtain an assignment of some or all of the subcontracts and purchase orders (including but not limited to agreements with Designers) relating to the uncompleted Work. By executing this Contract, the Design-Builder agrees to execute documents necessary to effect the assignment of those subcontracts and purchase orders if requested by the City in the event of termination of this Contract pursuant to this article.

13.6 Where the Design-Builder's services have been so terminated by the City, the termination will not affect any rights of the City against the Design-Builder then existing or which may thereafter accrue. Any retention or payment of moneys due the Design-Builder by the City will not release the Design-Builder from liability.

City May Terminate the Work for Convenience

13.7 Upon giving the Design-Builder a seven-day written notice, the City may, without cause and without prejudice to any other right or remedy, elect to terminate this Contract in whole or in part for the convenience of the City. In such case, the Design-Builder will be paid for the costs of all Work acceptably performed and installed, together with reasonable profit and overhead on those costs, and any justifiable costs actually sustained in the process of termination, including without limitation the cost of demobilization and termination of subcontracts, purchase agreements, and purchase orders.

If this Contract is terminated for default and it is subsequently determined through mediation, arbitration, or litigation that the termination was improper, this Contract shall be treated as if it had been terminated for the convenience of the City, and the Design-Builder shall be entitled to payment under the provisions of this paragraph.

13.8 In the event of a termination for convenience, the Design-Builder remains liable for all elements of the Work actually performed by the Design-Builder or Subcontractors, or those for whom any of them are responsible, regardless of whether: (a) such performance occurred before or after the effective date of termination; or (b) the City provided an opportunity to cure. The Design-Builder's liability includes, but is not limited to, liability for having performed all Work according to the Design-Build Documents, industry standards, the Contract Time and schedule, and the other standards incorporated in this Contract. The Design-Builder also remains liable for all representations, warranties, and guarantees to the extent applicable to the Work performed.

ARTICLE 14 – DISPUTE RESOLUTION

14.1 If the Design-Builder wishes to assert a claim, it shall submit to the City a written statement of the claim within 30 Calendar Days after the Design-Builder first has knowledge of or reason to know of the facts upon which the claim is based. The statement of claim shall recite the facts upon which the claim is based and shall include copies of all documentary evidence in support of the claim. Within 15 Calendar Days after receiving a claim, the City will respond in writing stating whether the claim is allowed, partially allowed, or denied. If the Design-Builder disputes the action taken by the City, the Design-Builder shall deliver a written notice of dispute to the City within 15 Calendar Days after the Design-Builder receives the City's written response to the claim. The written notice of dispute shall be entitled "Notice of Dispute." A claim shall be barred if the Design-Builder fails to comply with the foregoing notice of dispute requirement or fails to timely deliver the notice of dispute to the City.

A. The City's Contract is with the Design-Builder. It is the Design-Builder's responsibility to fully evaluate any claim before presenting it to the City. In addition, when a claim includes Work done or costs incurred by any Subcontractors or any person or entity other than the Design-Builder, the Design-Builder remains solely responsible for presenting the claim to the City. Claims that include Work done or costs incurred by any Subcontractors or any entity other than the Design-Builder will not be considered by the City unless the Design-Builder has (1) completed and provided to the City its own written evaluation of the claim, (2) verified

by its own independent review and evaluation of the amount of compensation sought, and (3) certified in writing the claim as follows:

"Under penalty of law for perjury or falsification, the undersigned, (Name) (Title), (Company) certifies that this claim originating from the Subcontractor (Company) for additional compensation (1) is being asserted by the Design-Builder in good faith, (2)is an accurate and reasonable statement, independently verified by Design-Builder, of the costs incurred in the amount of $_____, exclusive of interest; (3) was timely and properly submitted; and (4) is fully justified, documented and supported under the Contract between the parties and the amount requested accurately reflects the amount for which the Design-Builder believes the City is liable.

Signature: _____

Date: _____, 20___

Subscribed and sworn before me this ____ day of _____, 20__

_____ Notary

Public

My commission expires_____."

14.2 The parties shall attempt to resolve all disputes by negotiation. Negotiation shall be initiated at the earliest opportunity. Each party shall freely share unprivileged information requested by the other and shall make a good faith effort to ensure that all relevant issues are fully developed and fairly presented to the other side.

14.3 If a dispute is not resolved through negotiation between the Design-Builder and the City, the parties shall submit the dispute to mediation. Either party may request mediation. The requesting party shall suggest an independent mediator with the request for mediation. If the parties cannot agree upon a mediator, either party may apply to the Presiding Judge, Deschutes County Circuit Court, for appointment of a mediator. The parties shall share equally in the fees and costs of the mediator. Mediation shall be at Wilsonville, Oregon, unless the parties agree otherwise.

14.4 If a dispute is not resolved by mediation, the parties may, but are not required to, agree to submit the dispute to binding arbitration. The parties shall agree upon a single arbitrator, the applicable rules for arbitration, and the time and place of arbitration.

14.5 If a dispute cannot be resolved by mediation, and the parties do not agree to submit the dispute to arbitration, either party may file a lawsuit to resolve the dispute in a court with proper jurisdiction located in Deschutes County, Oregon.

14.6 Should any lawsuit, arbitration, or other action be commenced in connection with any dispute arising out of this Contract, each party shall bear all its costs and expenses.

14.7 Except to the extent performance may be legally excused under the particular circumstances, each party shall continue to perform its duties under this Contract while the resolution of a dispute is pending. Failure to comply with this requirement shall be a material breach of this Contract.

ARTICLE 15 – MISCELLANEOUS

Computation of Time

15.1 Any period of time referred to in this Contract by days shall be computed to exclude the first and include the last day of such period. If the last day of any time period falls on a Saturday or Sunday or on a day made a legal holiday by the Law of the applicable jurisdiction, such day shall not be included in determining the time period.

Liability Claims

15.2 Should the City or the Design-Builder suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees, contractors, or agents or others for whose acts the other party is legally liable, claim shall be made: (1) in writing, and (2) to the other party within a reasonable time of the first observance of such injury or damage.

Rights and Remedies

15.3 These General Conditions impose duties and obligations on the Contract parties and provide for rights and remedies. The rights and remedies available to each party are in addition to, and shall not limit, actions allowed by Law or other parts of this Contract. All representations, warranties, and guaranties made in this Contract shall survive final payment and/or termination (whether for cause or convenience) and/or completion of this Contract. The content of this paragraph shall apply as if repeated specifically in this Contract in connection with each duty, obligation, right, and remedy.

Commencement of Limitations Period

15.4 As to acts, omissions, breaches of contract or warranty, negligence, misrepresentation, strict liability, fraud, or any other improper conduct of the Design-Builder or those persons or entities for whom the Design-Builder is responsible, whether occurring prior to or after completion of the Work, all applicable limitations periods shall not commence to run and any alleged cause of action shall not be deemed to have accrued unless and until the City has actual knowledge of all three of the following: (1) the identity of all party(ies) responsible; (2) the actual magnitude of the damage or injury; and (3) the cause(s) of the damage or injury. The discovery rule provided herein applies in lieu of any otherwise applicable statute or case authority.

Exhibit 2

GUARANTEED MAXIMUM PRICE AMENDMENT TO THE PROGRESSIVE DESIGN-BUILD CONTRACT FOR THE _____ SUBPROJECT(S) OF THE BOECKMAN ROAD CORRIDOR PROJECT

Agreement #
Project Number:

This Amendment to the Progressive Design-Build Contract ("Agreement") is entered into effective _____ between the City of Wilsonville, Oregon ("City") and ___ ("Design-Builder") and amends the Progressive Design-Build Contract Boeckman Road Corridor Project between City and Design-Builder dated ___.

The Agreement is revised as follows:

1. **Project Scope.** Design-Builder shall construct ___ ("GMP Work"). The GMP Work is described in more detail in the attached Exhibit A – Scope of Work: Design-Builder is required to furnish all materials, labor, water, tools, power, equipment, transportation and other work needed to construct the GMP Work.

2. **Contract Documents.** This Amendment consists of the main text of this Amendment and the following exhibits:
   a. Exhibit A – Scope of Work
   b. Exhibit B – GMP Supporting Documents
   c. Exhibit C -
   d. Exhibit D –

3. **GMP.** The parties agree that the Guaranteed Maximum Price ("GMP") for the Project is $__, consisting of the Estimated Cost of the Work, Contingencies, and Allowances, summarized as follows:.

Estimated Cost of Work	$_
Contractor Fee (Design-Builder's Percentage Fee)	$_
Owner Directed Allowances	$_
Design-Builder's Contingency	$_
GMP Total (Total of Above)	**$_**

4. **Basis of GMP.** The GMP is based on the GMP Supporting Documents included as Exhibit B, including the contingencies, allowances, assumptions, exclusions, unit prices, and schedule designated in those documents. The GMP Supporting Documents are based on the Preliminary Engineering and any Construction Documents approved by the City. The Design-Build Documents remain in full force and effect; this Basis of GMP supplements design document requirements but does not replace them.

4.1 GMP Encompasses Further Design Development. Design-Builder represents that the Drawings and Specifications upon which the Guaranteed Maximum Price is based are approximately ___% complete and that the Drawings and Specifications will require further development from Design-Builder's design team. In deriving the Guaranteed Maximum Price stated herein, Design-Builder has already anticipated and provided for this further design development and has included in the Guaranteed Maximum Price all costs expected or which reasonably could be expected for further design development, engineering and consultant services and reports, the creation and finalization of construction documents and issued-for-construction drawings, all design-team contract administration services and site visits, and all construction labor, materials, equipment, general conditions, fee and all other costs necessary, incidental or inferable from the documents, physical access to the site, and information available to date in order to design and build the Project consistent with the Owner's Project Criteria, the scope description, the Drawings and Specifications, and all other design and Owner-supplied information to date. The Guaranteed Maximum Price does not include significant changes in Project scope, systems, kinds and quality of materials, finishes or equipment after the date hereof, all of which, if required, shall be incorporated by Change Order or Construction Change Directive. By executing the Contract and upon execution of each Amendment to the Contract, the Design-Builder is deemed to have included in the Guaranteed Maximum Price sufficient amounts to cover all of its obligations under or arising from the Contract, at law, and otherwise, and to have allowed the necessary resources to enable Design-Builder to achieve Substantial Completion by the Scheduled Substantial Completion Date.

5. Substantial Completion Date. Notwithstanding any provision in the GMP Supporting Documents to the contrary, the required date for Substantial Completion of the GMP Work is __.

6. Compensation. Article 7, Compensation, is amended by adding the following:

a. City shall pay Design-Builder for GMP Work according to the schedules and unit prices stated in Exhibit B, plus the Design-Builder's Percentage Fee as set forth in this Amendment and Article 7 of the Agreement.

b. Design-Builder shall invoice the City monthly for work performed, based on an estimate of the amount of work completed and the value of the completed Work. Invoices shall be directed to the City of Wilsonville Project Manager. If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City Finance Department is open for business. City shall make a

progress payment equal to the value of the completed Work, less amounts previously paid, less retainage of 5 percent within 30 days of receipt of the invoice.

c. City shall inspect the Project within 15 days of receipt of written notice from Design-Builder that the Work is ready for final inspection and acceptance. The City shall either accept or reject the work in writing. A rejection must state the reasons for the rejection and list the Work that must be done before the Project can be accepted. If a rejection is issued, Design-Builder shall complete all Work needed to be done and request another inspection. The process shall be continued until the City determines that the Project is complete and accepted. Within 30 days after written acceptance by the City and receipt of the Warranty Bond required by Section 8.c of this GMP Amendment and Section 5.1.b of the General Conditions, all remaining amounts, including the retainage, shall be paid to Contractor, provided that Design-Builder shall submit evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the Work have been paid; except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a Surety Bond satisfactory to City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by Surety Bond. If City fails to pay within 30 days of acceptance and receipt of the Bond, City shall pay interest at the rate as specified in ORS 279C.515 on any unpaid amounts.

7. Prevailing Wage

a. Design-Builder shall comply with all provisions required by ORS 279C.800 through ORS 279C.870 relating to the payment of prevailing wage rates for work performed.

b. Design-Builder shall pay to workers in each trade or occupation the current, applicable State prevailing rate of wage as established by the Oregon State Bureau of Labor and Industries ("BOLI") http://www.boli.state.or.us/BOLI.

Design-Builder and any Subcontractors shall post the prevailing wage rates and fringe benefits as required by ORS 279C.840.

c. Design-Builder shall prepare weekly certified payroll reports and statements and submit them to the City by the fifth business day of each month (ORS 279C.845). Reports shall be submitted to the CityProject Manager, on a form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) the hourly rate of wage paid each worker whom the contractor or the Subcontractor has employed upon the public works; and (b) that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. If the Design-Builder has not filed the certified

statements as required under this contract, the City of Wilsonville shall retain 25 percent of any amount earned by the Design-Builder until the Design-Builder has complied. The City of Wilsonville shall pay the Design-Builder the amount retained under this subsection within 14 days after the Design-Builder has filed the certified statements with the City.

d. Contractor shall allow BOLI to enter the office or business establishment of Contractor at any reasonable time to determine whether the prevailing rate of wage is actually being paid and shall make payment records available to BOLI on request. Contractor shall require subcontractors to provide the same right of entry and inspection.

e. City shall not make final payment unless the prevailing wage rate certifications are received.

f. Design-Builder must comply with all laws and regulations relating to prevailing wages, whether or not set out in this contract. Further information regarding prevailing wages is available by contacting BOLI at (971) 6730839 or on-line at the BOLI web site: http://www.boli.state.or.us/BOLI/WHD/PWR/index.shtml.

g. Prevailing Wage publications applicable to this contract are the Prevailing Wage Rates for Public Works Contracts in Oregon effective ____, the Prevailing Wage Rate Amendments effective ____ and the ____ PWR Apprenticeship Rates.

8. Insurance and Bonds.

a. Design-Builder shall provide a separate Performance Bond and a separate Payment Bond in the form provided by the City. Each bond shall be equal to 100 percent of the GMP, or if either bond is issued to replace the bond previously issued under the Contract, equal to the total amount of the Progressive Design-Build Contract including the GMP Amendment. The Performance Bond and the Payment Bond must be signed by the Surety's Attorney-in-Fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Wilsonville's consent, nor shall the City release them prior to Contract completion. Bonds must be originals. Faxed or photocopied Bond Forms shall not be accepted.

b. Builder's Risk or Installation Floater. The Design-Builder shall obtain and maintain for the benefit of the parties an all risk builder's risk or installation floater policy insuring 100 percent of the Cost of the Work. Such insurance shall include testing, and shall allow utilization of part of the equipment prior to Substantial Completion of all the GMP Work. Coverage shall continue until

Substantial Completion of the GMP Work. The City and all Subcontractors shall be additional named insureds, as their interests may appear. The City shall be given not less than 30 days' written notice prior to cancellation, nonrenewal, or material change in the policy. One copy of the policy and a certificate of insurance shall be delivered to the City before commencing GMP Work and shall be subject to approval by the City. The City may defer delivery of the copy of the policy, but such deferral shall not be a waiver of the City's right to a copy of the policy. In the event the Design-Builder fails to maintain insurance required under this subsection 5.14, the City, at its sole option, may arrange for such coverage, and any administrative costs and premium incurred shall be reimbursed by the Design-Builder.

c. Design-Builder shall provide a Warranty Bond in the amount of the GMP to cover the warranty period after acceptance. The City's acceptance of the work shall not take effect until receipt of the warranty bond.

9. Liquidated Damages. Design-Builder recognizes that the City shall incur significant internal and external costs (damages) as a result of any delay by the Contractor completing all GMP Work within the specified Contract time. However, given the nature of the GMP Work, it is unduly burdensome and difficult to demonstrate the exact dollar value of damages related to delay. The City has made a good faith and reasonable estimate of damages it would suffer from loss of use due to delay in completion. Contractor agrees to pay to City, not as a penalty but as liquidated damages for loss of use, an amount calculated based on Section 00180.85 in the Oregon Standard Specifications for Construction 2018, for each calendar day of delay in completion of the Work.

The City of Wilsonville is authorized to deduct the amount of the liquidated damages from any amounts due and the Contractor and its Surety shall be liable for any excess. See Section 00180.85 of the City of Wilsonville Special Conditions to the General Conditions.

If the Contract is terminated according to the General Conditions and if the Work has not been completed by other means on or before the expiration of Contract Time or adjusted Contract Time, liquidated damages shall be assessed against the Contractor for the duration of time reasonably required to complete the work.

The parties further agree that the liquidated damages required by this Contract are compensation to the City only for the harm the City sustains from late completion for loss of use. They are not compensation for additional effort required by the City because the Work has been extended over a longer period, or for other harm the City may sustain form the Design-Builder's other

breaches of this Contract. The City may withhold liquidated damages from progress payments, or may withhold the full amount of accrued liquidated damages from final payment. Nothing in this Contract shall be interpreted to prevent the City from seeking other damages or recovery in addition to the liquidated damages specified in this section.

10. **Other Damages.** The City may recover from the Design-Builder, withhold from payments under this Contract, or both, actual costs incurred by the City due to the extra effort necessitated because the Work is extended over a longer period of time, such as the actual costs of additional engineering and inspections by the City or extended third party services. This right to actual damages shall apply to both late Substantial Completion and late Final Acceptance.

11. **Termination for Convenience**. In the event of a termination of this GMP Amendment for convenience, the Design-Builder will not be entitled to overhead or profit on the unperformed Work, and will not be entitled to payments in excess of (1) the Cost of the Work incurred by the Design-Builder to the date of termination, (2) the prorated portion of the Design-Builder's Percentage Fee based on the ratio of (a) the Cost of the Work incurred by the Design-Builder to the date of termination divided by (b) the Guaranteed Maximum Price less the Design-Builder's Percentage Fee, (3) fair compensation, either by purchase or rental at the election of the City, for any equipment owned by the Design-Builder which the City elects to retain and which is not otherwise included in the Cost of the Work under subitem (1), and (4) fair compensation for the Design-Builder's demobilization costs and other costs directly incurred relating to the termination which are not otherwise included in the Cost of the Work under subitem (1); provided, however, that the total amount of such payment shall be subject to the Guaranteed Maximum Price.

In all other respects the Contract shall remain in full force and effect.

Approved and authorized for signature by City Council on DATE.

This Amendment may be executed in two originals, with one original to be delivered to each party.

THE PARTIES SIGNING BELOW WARRANT, REPRESENT AND AGREE THAT THEY HAVE THE AUTHORITY TO SIGN THIS AGREEMENT AND AGREE TO ALL TERMS:

City of Wilsonville, Oregon	**Design-Builder**
BY: Bryan Cosgrove	BY:_____

TITLE: City Manager

DATE:

TITLE:

DATE:

APPROVED AS TO LEGAL FORM:

City Attorney

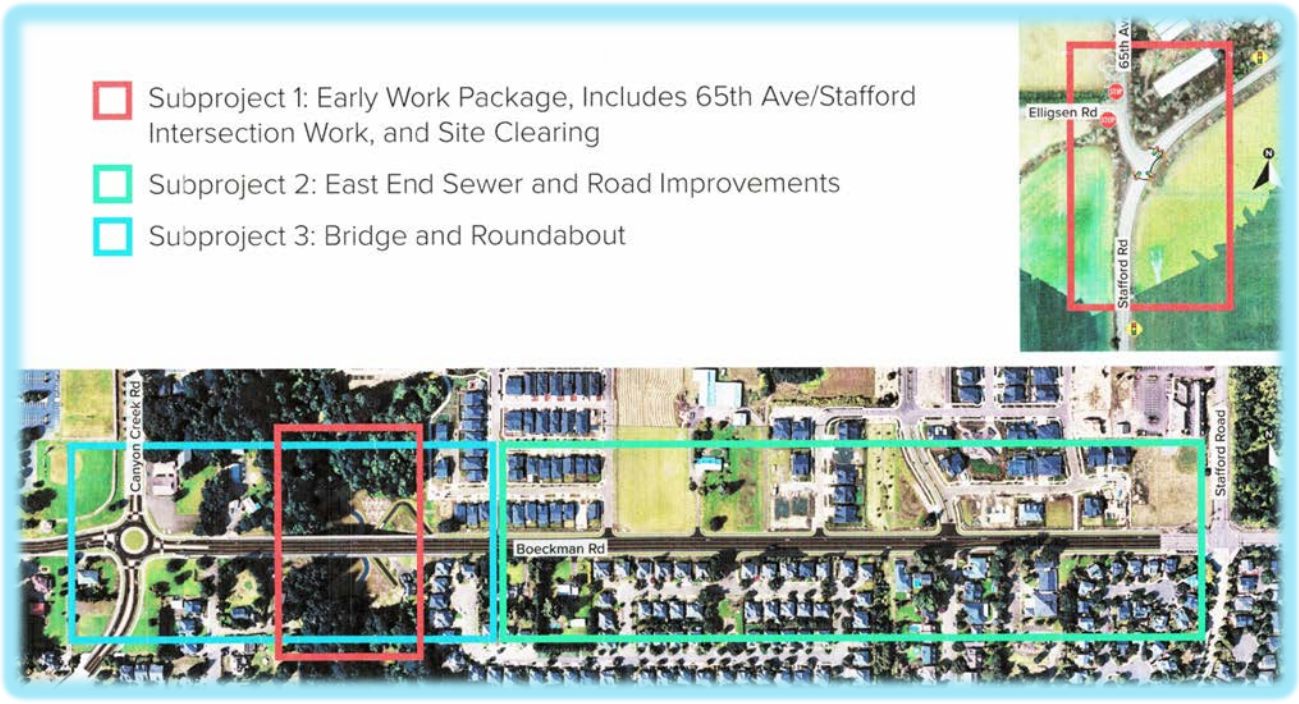
EXHIBIT 3
Scope of Work
Boeckman Road Corridor Project

City Project: 4212

For: City of Wilsonville
By: Tapani/Sundt Joint Venture in association with KPFF
June 6, 2022

BACKGROUND

The City of Wilsonville (City) has selected the Tapani/Sundt Joint Venture as the Progressive Design-Build team (PDB) to complete the Boeckman Road Corridor project, a Progressive Design-Build project. The Boeckman Road Corridor project is separated into three subprojects:



Boeckman Road is a Minor Arterial and is one of three east/west corridors that directly connects the east and west sides of the City of Wilsonville (and crosses Interstate 5). The project section of Boeckman Road requires upgrading to meet City standards and serve all modes and all users. In addition to being a critical cross-town connection, the roadway will serve new development in the Frog Pond Master Plan area including a planned new elementary school. Today Boeckman Road crosses Boeckman Creek with a culvert that will be replaced by a bridge as part of this project. This section is a remnant rural road section that requires urban upgrades. Removal of the culvert and flow control structure and construction of the bridge will also provide opportunities for stream restoration work within the project area. Existing franchise utilities will require relocation and undergrounding as part of the bridge construction and road modernization, except for PGE transmission lines which will remain aerial, but may need relocation.

Conceptual designs, and public outreach and input on the proposed corridor were completed as part of

the Boeckman Corridor preliminary studies. This project will evaluate the previous works and progress through designs and construction in a collaborative progressive-design build approach, which is scoped below.

OBJECTIVE

The goal is to design and build the three subprojects of the Boeckman Road Corridor project (BRCP), from Stafford Road to Canyon Creek Road. This scope of work (SOW) includes all anticipated services needed to verify and solidify previous design efforts, complete alternatives analysis, gather required information to complete the designs for selected alternatives, complete design / construction documents through 100% Plans, Specifications and Estimates (PS&E) packages, acquire the necessary permits and negotiate Guaranteed Maximum Prices (GMP) for each of the subprojects. Final work product transfer efforts will be included in the GMP negotiated scope of services for each subproject.

PROPOSED IMPROVEMENTS

Proposed improvements for each subproject are as defined below:

Subproject 1 - Early Work Package:

Subproject 1 (GMP 1) will consist of the following early work elements to prepare for Subprojects 2 and 3:

- Procurement of materials with significant risk of price escalation and/or availability (such as pipe, illumination, and signal materials)
- Installation of a temporary signal and other traffic control at the intersection of Stafford Rd., 65th Ave. and Elligsen Road to better accommodate detour traffic during closures needed for bridge construction.
- Clearing and trimming of existing trees to fit within Migratory Bird Treaty Act timing requirements.
- Preliminary site clearing for Subproject 2 and 3 areas.
- Early utility relocation coordination and joint utility trenching to reduce obstructions for proposed improvements.
- Demolish City owned home and establish construction yards and temporary resident access as needed for subsequent work.

Subproject 2 – East End Sewer and Road Improvements:

Subproject 2 (GMP 2) will consist of the following elements related to Boeckman Road Improvements (CIP #4205) and Boeckman Road Sanitary Sewer (CIP #2102):

- Installation of 18” sewer main from Stafford Road to the east side of Boeckman Creek, including the following connections:
  - Remove and connect existing temporary connections for middle school on Advance Road.
  - Install new service for future elementary school.
- Widen and modernize the existing roadway from Stafford Road to the east approach of the proposed Boeckman Dip Bridge. The roadway will be designed to a Minor Arterial standard and ADA requirements, including the following:
  - Median treatment to be determined based on access needs and traffic study results.
  - Utilization of existing infrastructure improvements to the extent possible.
  - Additional features to be considered, at a minimum: lighting and landscaping.
  - Separated pedestrian and bicycle facilities to be provided along length of corridor and

connect to intersecting streets, driveways, and paths.

- Provide a beacon pedestrian crossing at Willow Drive based on the access needs and traffic study results.
- Upgrade and improve storm drainage and treatment for Boeckman Road to current standards or as determined in the alternatives analysis.
- Relocate all overhead franchise utilities underground, except for the transmission power. The transmission power lines will be relocated to new poles along the north side of the proposed streetscape improvements by PGE
- Extend City fiber infrastructure in accordance with Public Works Standards.
- Design to accommodate protection of significant trees and minimize impacts to Meridian United Church of Christ.

Subproject 3 – Bridge, Canyon Creek Rd. Intersection and Stream Restoration:

Subproject 3 (GMP 3) will consist of the following elements related to Boeckman Dip Bridge (CIP #4212) and Canyon Creek /Boeckman Intersection Improvements (CIP #4206):

- Removal of existing fill section under proposed bridge including all existing storm structures, culverts, and abandoned utilities.
- Construction of Boeckman Dip Bridge over Boeckman Creek and upgrade the existing rural roadway to a Minor Arterial standard with bicycle and pedestrian facilities. The bridge will include architectural features, and lighting. The base SOW includes a single-span bridge. A two-span and three-span bridge will be considered in the alternatives analysis and, if selected as a preferred alternative, additional services needed to implement them will be incorporated through an amendment to this SOW.
- Design to accommodate city maintenance access to the underside of the bridge for trail, storm, and sewer line maintenance.
- Restoration of Boeckman Creek to reestablish creek for fish passage, provide wildlife corridor, and a regional trail connection terminating just south of the bridge and connecting to Morgan Farms subdivision meeting Metro regional trail and ADA standards. While identification of potential downstream mitigation measures outside of the project area may be included as part of initial studies, design of these measures outside of the project area are not included in this SOW but may be incorporated at a later date through an amendment if needed.
- Modifications to the intersection of Boeckman Road and Canyon Creek Road. The base SOW includes a signal-controlled intersection. A roundabout will be considered in the alternatives analysis and is included as a contingency.
- Widen and modernize the existing roadway between the Canyon Creek Road ROW and the east approach of the proposed Boeckman Dip Bridge. The roadway will be designed to a Minor Arterial standard and ADA requirements, including the following:
    - Median treatment to be determined based on access needs and traffic study results.
    - Utilization of existing infrastructure improvements to the extent possible.
    - Additional features to be considered, at a minimum: lighting and landscaping.
    - Separated pedestrian and bicycle facilities to be provided along length of corridor and connect to intersecting streets, driveways, and paths.
    - No road improvements or lane configuration changes are anticipated for the traffic signal but will be confirmed by traffic study.
- Relocate all overheard franchise utilities underground or on bridge, except for the transmission power. The transmission power lines will be relocated to new poles along the north side of the proposed streetscape improvements by PGE.
- Extend City fiber infrastructure in accordance with Public Works Standards.
- Design to accommodate protection of significant trees.

SUMMARY OF TASKS

Task 1 - Project Management and Administration
Task 2 - Survey
Task 3 - Environmental Resources Services
Task 4 - Permitting Assistance
Task 5 - Public Involvement Assistance
Task 6 - Utility Coordination
Task 7 - Geotechnical Engineering Services
Task 8 – Alternatives Analysis
Task 9 - Subproject 1 Early Work Package (EWP)
Task 10 - Subproject 2 East End Sewer and Road Improvements
Task 11 - Subproject 3 Bridge, Canyon Creek Rd. Intersection and Stream Restoration
Task 12 - RESERVED
Task 13 - RESERVED
Task 14 - Subproject 3 Alternative Intersection Design (Contingency)
Task 15 - General Services (Contingency)

GENERAL ASSUMPTIONS:

- *The level of effort for each phase and work task is limited to the total amount for labor and expenses indicated in the attached Project Budget spreadsheet on a time and materials, cost not to exceed basis. Costs are itemized to aid in project tracking purposes only. With City Project Manager approval, the budget may be transferred between tasks, provided the total contracted amount is not exceeded.*
- *Design plans will be developed using AutoCAD Civil 3D and City drafting standards. 100% plan submittals will be in electronic and hardcopy format.*
- *Survey file submittals (monumentation, horizontal and vertical control, ROW plans) will be in AutoCAD Civil 3D format*
- *Project technical specifications will be based on the 2018 Oregon Standard Specifications for Construction as modified by City of Wilsonville standard special provisions.*
- *100% designs for all subprojects are anticipated to occur over an 18-month period.*
- *Three Guaranteed Maximum Price Agreements are anticipated, but the team will work to provide efficiencies through the schedule and design development to combine subprojects, as logical, to minimize replication of efforts.*
- *Alternatives analysis, geotechnical engineering, environmental review, and memorandum, land surveying, design and permitting for all three subprojects are to be completed with this scope of services.*
- *Design of downstream flow mitigation measures beyond the identified project limits are not included in this scope.*

SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objectives: Manage and coordinate the tasks included in this scope of services. Coordinate with the City of Wilsonville (City) and Owner's Representative (OR) on work tasks performed by others. Provide Quality Control (QC) such that deliverables submitted to the City have been peer-reviewed prior to submittal. Submit written progress reports of professional service activities monthly and prepare monthly progress reports and progress billings in a format approved by the City.

1.1 Project Management and Administration

The purpose of this task is to provide proactive communication and coordination required to successfully complete the services within the agreed upon budget and schedule. Coordinate tasks within this scope of services and maintain coordination with the City and OR. Prepare and maintain project management plan. Communicate regarding the status of work being performed and to discuss issues or concerns that may impact the Project. Monitor the Project budget and expenditures. Provide subconsultant oversight. Maintain Project files to include engineering computations, assumptions, meeting agendas and minutes, business drawings, correspondence, and memoranda.

Prepare monthly progress reports in a format approved by the City. The progress report will summarize the activities and milestones completed and deliverables submitted by task for the reporting period. The progress report shall identify schedule or budget issues and if there are pending issues that need resolution. The progress report shall be included with the monthly invoice and include an update to the overall spending schedule.

- Prepare monthly invoices
- Prepare monthly progress reports
- Prepare and administer sub-consultant contracts

Deliverables/Schedule:

- Initial project schedule will be provided to the City within one (1) week of first meeting following signed contract.
- Progress reports and invoices submitted electronically to the City on a monthly basis, following the reporting period.

1.2 Plan Development and Document Management

1.2.1 Quality Control Plan (QCP)

Develop a Quality Control Plan for the services covered by this scope of services. The QCP shall describe the review process and schedule used for each deliverable and include Quality Control Checklists ("QCC") that will be used. Quality reviews and maintenance of QCC and comment log will be completed under milestone tasks.

Deliverables/Schedule:

- Draft QCP. Submittal date will be established in the initial project schedule.
- Final QCP submitted five (5) business days after receipt of comments

1.2.2 Document Management

Manage all electronic documentation using software specified by the PDB team. Utilization of the PDB teams' documentation management software will be provided at no cost to the City. The team will have a dedicated Document Management point person. Prepare a document management plan identifying document and file sharing software to be used throughout the life of the project, specific to the phase of the project.

Deliverables/Schedule:

- Develop document management plan, identifying document and file sharing software. Submittal date will be established in the initial project schedule.

1.2.3 Team Communication Plan

Work with the City and the City's OR to develop a communication plan outlining lines of communication within the project team, with the City and the City's OR, public outreach team, stakeholders, and the public. Lines of communication will be identified by subject, project phase, and situation. The City's OR and public outreach team is developing the public involvement plan (PIP) and public outreach strategy and will lead the information sharing and meetings with the PDB team's assistance. The PDB team Communication Plan will be in conjunction with and support these PIPs.

Deliverables/Schedule:

- Prepare draft communication plan. Submittal date will be established in the initial project schedule.
- Prepare final communication plan twenty (20) business days after receipt of comments.

1.3 Meetings

Prepare for and attend meetings as identified below. Prepare a meeting agenda and provide draft meeting notes for each meeting, which will include draft action items and record of any decisions from the meetings. Prepare and maintain a Project Action Item/Decision Log to track action items and decisions discussed at Project meetings. Provide the draft summary notes to the City for review and distribution. The following are anticipated meetings:

- **Partnering/Kick-off Meeting:** Attend one (1) project partnering/scoping meeting to understand Progressive Design Build process expectations, partnering commitment, communication, project goals and action plans, process/project understanding & development. For estimating purposes, it is assumed eleven (11) PDB staff will attend the meeting, which will be no more than eight (8) hours in length.
- **Weekly Project Management Meetings:** Prepare for and attend weekly project management meetings with the City PM. For estimating purposes, it is assumed that up to four (4) PDB staff will attend the meeting, which will be one (1) hour in length. The meetings will be held via conference call.
- **Bi-weekly Project Team Meetings:** Project team coordination meetings will be held bi-weekly to coordinate disciplines, review the risk register, and garner input from the construction team on constructability, cost and phasing of the designs. Coordination meetings will be held via conference call for up to four (4) hours. Attendance by the design team members will be on an as-needed basis.
- **Site Meetings:** Conduct up to six (6) site visit meetings to identify existing conditions and to identify strategies and solutions.

Deliverables/Schedule:

- Provide meeting agenda electronically to the City PM two (2) business days prior to date of the meeting
- Draft summary notes (including action item/decision log) within five (5) business days of meeting (1 electronic copy)

1.4 Project Schedule, Status Reports and Schedule Updates

Prepare and maintain a project activity schedule and as necessary. The schedule will provide appropriate milestones for each subproject and phase for review monthly.

Deliverables/Schedule:

- Provide project schedule to the City and OR at Kick-Off Meeting and finalize one (1) week following the Kick-Off meeting.
- Provide updates to the resource-loaded schedule as needed and agreed upon with the City.

TASK 2 SURVEY

Objectives: The PDB team shall provide all surveying and mapping needs for the Project along the Boeckman Road corridor as defined by the following City Projects:

- Boeckman Dip Bridge CIP #4212
- Boeckman Road Improvements CIP #4205
- Canyon Creek /Boeckman Intersection Improvements CIP #4206
- Boeckman Road Sanitary Sewer CIP #2102
- Temporary Signal, at the intersection of Stafford Road and 65th Ave (Required for construction of the Boeckman Dip Bridge CIP #4212)

See Project Area Map (Exhibit A) for detail of project area limits.

The PDB team shall establish a Horizontal and Vertical Control network and provide topographic surveying, Monument Recovery/Restoration, Centerline/Right-of-way Resolution. This is an International Foot unit project.

The PDB team shall ensure all deliverables are reviewed and approved by our Professional Land Surveyor (PLS), registered in the State of Oregon.

2.1 Horizontal and Vertical Control Network

The horizontal datum used by the PDB team must be the Oregon Coordinate Reference System (OCRS). The vertical datum used by the PDB team must be NAVD 88. The PDB team shall establish primary geodetic control monuments (such as 5/8-inch iron rod with plastic cap or other permanent markers) and maintain line of sight throughout the entire Project limits. These control monuments must be placed in locations by the PDB team such that they can be used during construction.

The PDB team shall run digital level loops to control points that are used in preparing the Civil 3D surface model. Strategic points used to develop survey surface model in non- critical areas must be no more than one (1) “shot” out from a network control point.

Deliverables/Schedule:

- Incorporate information from this task into the deliverables listed in Task 2.3 as required for delivery of documents in subsequent tasks.

2.2 Monument Recovery

Provide labor, equipment, and materials to perform a search of survey records on file with Clackamas County to perpetuate the location of monuments that may be disturbed or destroyed during a future construction project. Research deeds and surveys of record, including but not necessarily limited to property surveys, county road surveys, original county road resolutions, section corner surveys, and donation land claim (DLC) surveys. Provide to the County the

following items:

- Tax assessor maps
- Property deeds

Copies of all pertinent survey documents, survey found property corners, Government Corners, other survey monuments, property line fences, and lines of occupation within the limits of the Project. Provide at least one (1) PLSS corner tie.
Keep copies of the research data collected such as surveys, deeds, assessors' maps, county road maps, government corner surveys, etc., in the Project file.

Deliverables/Schedule:

- Incorporate information from this task into the deliverables listed in Task 2.3 as required for delivery of documents in subsequent tasks.

2.3 Location Survey, Base Map, and Surface Model

Perform a topographic survey for the proposed improvements to Boeckman Road. Determine location and extent of surveying necessary to complete the design work. Our scope of work assumes that the topographic survey is based on mapping limits graphically represented on the attached "Project Area Mapping," dated 5/18/2022. An additional 4 x-sections will be mapped along Boeckman Creek south of Wilsonville Road

Survey existing natural and man-made surface features, including but not limited to irrigation features, curbs, sidewalks, face of buildings, pedestrian poles, controller cabinets, fences, utilities, valve boxes, ditches, driveways, structures, culverts, trees, and signs within areas selected for topographic surveys. Collect type, size, and location of all underground facilities, including invert elevations on sanitary, storm sewers manholes, culverts, and valve boxes. Tie and show center of structure and lid.

Survey the existing centerline and edges of the road with elevations consistent with the Project vertical datum. The PDB team shall tie trees six inches or larger in diameter at 4 ½ feet above grade (diameter at breast height). All trees mapped will be tagged with arborist tree tags with identifying tree number.

Gather the field data necessary to show utility locations in the base mapping for the roadway design. Schedule underground utilities to be marked in the field (known as "field locates") within, and two hundred (200) feet beyond, the immediate Project area as identified. Use the statewide "One Call" utility notification system and submit a "pre- survey" locate request. All utility operators with buried facilities subscribe to the One Call system (OUNC-Oregon Utility Notification Center). When surveying marked lines, the PDB team shall record in the field notes the utility ownership when describing the line data points. All non-tangent markings must be tied (i.e. survey shots must be of sufficient frequency to accurately record each facility's alignment and deviation).

For the mapping area along Boeckman creek an initial ground survey of the Thalweg of the creek at 25-foot internals for 300 feet north and south of Boeckman Road will be observed and combined with existing available lidar data for base mapping and quantities purposes. In the fall after leaves have fallen from the tress the remaining conventional survey data will be collected and the base map will be updated.

Record all visible utility identifications in the field notes. Such numbers shown on power and/or telephone poles, vault tags, telephone pedestals (a.k.a. risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations are examples of what is needed for the Client or the PDB team to communicate with the utility operator regarding any

facility that may be in conflict with the Project.

Measure and record all sanitary and storm sewer manholes, cleanouts, and inlets (or catch basins) invert elevations. Take elevations on rims of manholes, inlets, and valve and meter boxes, as well as the top of all exposed pipes, and tie/show center of structure and lid. Obtain and document invert elevations of culverts in the field notes along with a sketch, description (type, size, and condition), and location of all pipes. Make field sketches of manhole/inlet dips showing connecting pipe configurations. Measure and record all utility facility structures (e.g. concrete pads, top slab of vaults, pump station housing, barrier screens, or fenced enclosures).

The surface model must depict the actual surface shape in each section. The PDB team will use a combination of survey data at break lines, features, and spot locations to develop the surface model. The topographic survey is made to establish the configuration of the ground and the location of natural and manmade objects.

Collect confidence points in accordance with ODOT's Route Surveying Procedures Manual from the Survey Operations Unit's current edition, with the intent to verify surface modeling within triangles created during development of the surface model, striving for intervals of no greater than two hundred (200) feet. The PDB team shall collect confidence points over the digital terrain model at approximately 2% to 5% of total points.

Produce a confidence report.

Complete right of entry letters for landowners along the alignment. The letters will define the tasks to be completed and the approximate schedule for these tasks. The letters will be sent to owners after signature by the City and the PDB team.

Deliverables/Schedule:

Provide the following deliverables in the Project files and shall submit them to the Client within eighteen (18) weeks of Notice to Proceed (NTP):

- One (1) electronic copy of the field notes
- An AutoCAD/ Civil 3D 2021 (.dwg) version of the Base Map and Civil 3D surface model files
- An electronic (.pdf) version of the based map and surface.
- Confidence Point Report

2.4 Monument Recovery Survey

Provide all labor, equipment, and materials to perform a search of survey records on file with the Clackamas County Surveyor. Research deeds and surveys of record, including, but not necessarily limited to, all property surveys, county road surveys, original county road resolutions, section corner surveys, and DLC surveys. This includes providing copies of tax assessor maps and survey records.

Found property corners, property line fences and other lines of occupation will be surveyed by the PDB team. Survey the Public Land Survey System ("PLSS") corners as needed for the Project to create ROW descriptions and the filing of the survey. These monuments will be tied through a control point or side traverse or by RRVID approved methods. Place intersecting property lines on the Base Map using surveys, deeds and assessor's maps to represent property boundaries. Place the property lines using angular relationships utilizing deeds and survey data collected. This data will be used later to prepare a Horizontal Control, Monument Recovery and Retracement Survey to Clackamas County standards and record the survey with the Clackamas County Surveyor's office during the GMP contract.

Set permanent centerline monuments or references to centerline at all PTs, PCs, POTs, and intersections post construction and file a Post construction record of survey.

Deliverables/Schedule:

- File a Horizontal Control, Monument Recovery and Retracement Survey with the Clackamas County Surveyor's Office within twenty (20) weeks of NTP.
- File a Post Construction Horizontal Control, Monument Replacement and Retracement Survey with the Clackamas County Surveyor's Office within eight (8) weeks of construction completion.

2.5 ROW Research, Mapping and Descriptions

- Obtain Preliminary Title Reports for up to twenty (20) parcels.
- Identify and prepare legal descriptions and exhibit maps for up to twenty (20) parcels for fee acquisition and/or easements for the Project.
- One exhibit will be prepared per property with up to (2) legal descriptions for specific acquisition types for that property and will depict right of way acquisitions, TCEs, & PUEs.

Deliverables/Schedule:

- Electronic and hard copy (8½" x 11") legal descriptions and exhibit maps for ROW and easement acquisitions to the Client for up to twenty (20) parcels total within ten (10) weeks of receiving approved proposed linework.

2.6 Staking for Acquisition Viewing

Provide staking for up to twenty (20) parcels acquisition files for acquisition viewing. One (1) staking(s) per acquisition are anticipated.

Deliverables/Schedule:

- Provide field book notes and electronic data points due within seven (7) business days of request from the Client.

TASK 3 ENVIRONMENTAL RESOURCES SERVICES

3.1 Cultural Resources Study

The purpose of this task is to perform a cultural resource study needed for the project. The study will satisfy Section 106 of the National Historic Preservation Act and ORS 358, in accordance with State Historic Preservation Office ("SHPO") guidelines. The PDB team will conduct a cultural resource survey to identify archaeological and historic resources that have potential to be affected by all three construction phases of the project. The survey will be directed by AINW staff who meet the Secretary of the Interior's Professional Qualifications Standards in the fields of Archaeology and Architectural History.

The project limits, to be established by the PDB team and approved by the City, are assumed to encompass the right-of way of SW Boeckman Road from SW Canyon Creek Road to SW Stafford Road, and to extend 50 feet to the north and 50 feet to the south of the existing right-of-way to accommodate construction easements and staging that may be needed. All new stormwater facilities can be accommodated within the project limits.

A separate portion of the project is at the intersection of SW Stafford Road and SW 65th Avenue,

where the APE will be in both Clackamas and Washington Counties. Here, the project footprint will be limited to the road right-of-way, where new traffic signals will be installed.

The project limits widen in two locations where the work will be subject to permits from the U.S. Army Corps of Engineers (USACE). The areas under USACE jurisdiction will be considered the project's Area of Potential Effects (APE) for cultural resources review under federal Section 106. At Boeckman Creek, the APE will extend approximately 500 feet to the north of the road, and 400 feet to the south of the road. On Boeckman Rd, a culvert will be replaced, and there the APE will extend 120 feet north of the road and 160 ft south of the road. For the purposed of cultural resources review, the project APE is assumed to include the direct footprint of the creek and culvert improvements, as well as the adjoining parcels.

Outside of the APE for USACE permitting as described above, the project will not be subject to federal cultural resources review.

Survey results will be presented in a single combined report for review by the client. This report will address Section 106-level cultural resource survey for the areas under USACE jurisdiction, which may not be the entire project limits. This report will also include a red-flags review of potentially significant cultural resources in portions of the project area that are not subject to agency review. Forms for historic and archaeological resources within or adjacent to the Section 106 APE will be appended to the report. The PDB team will prepare the survey report for review by the USACE, SHPO, and Tribes.

Assumptions:

- The project can avoid resources that may be eligible for listing in the National Register of Historic Places. Archaeological resources will not need evaluation excavations. If the project cannot avoid cultural resources that may be significant, then additional cultural resources work would be needed under a separate scope and amendment to the contract.
- The residence that will be removed is assumed to be less than 45 years of age.
- Tribal consultation will be conducted by the USACE, or by the City for areas not under USACE jurisdiction.

Deliverables/Schedule:

- Cultural resource survey report (draft) to be submitted to client within 2 months of completing fieldwork.
- Cultural resource survey report (final) to be submitted to client within 7 business days of receiving review comments.

3.1.1 Historic Resource Survey

Consultant will conduct record searches and literature review for the vicinity of the project area approved by the City.

Consultant will conduct a field survey of both federal and non-federal portions of the project area to identify resources greater than 45 years of age that may be historically significant.

Consultant will inventory historic resources within the portion of the project subject to Section 106 review by the USACE (the project APE) and shall include recommendations for eligibility on the historic resources identified in or adjacent to the APE. Up to ten historic resources are assumed to be in the project APE. The results of the survey will be included in the Cultural Resource Survey report for the project.

Using the information provided in the Cultural Resources Report, SHPO will determine if the resources identified are eligible for listing in the National Register of Historic Places. The resources are assumed to be not eligible for listing in the National Register of Historic Places.

Assumptions:

- Up to 10 historic resources will be identified within the project area under review by the USACE

Deliverables/Schedule:

- Results will be summarized in the cultural resource survey report for both archaeology and historic resources.
- Up to 10 Section 106 forms for historic resources will be appended to the Cultural Resources Survey report. A database may be used instead of forms, if SHPO concurs that it is appropriate.

3.1.2 Archaeological Survey

Consultant will conduct record searches and literature review for archaeological resources within 1 mile of the APE provided by City.

Consultant will conduct a pedestrian field survey of both federal and non-federal portions of the project area.

Pedestrian survey methods will be consistent with SHPO guidelines. The maximum spacing of transects will be 30 meters apart and the minimum spacing of transects will be 10 meters, depending on terrain features and/or ground visibility. Consultant will determine transect spacing based on professional judgment to maximize discovery of site locations within the study area. All archaeological resources observable on the surface and in exposed subsurface profiles during the inventory will be identified and recorded.

If High Probability Areas (HPAs) for archaeological resources are identified during the pedestrian survey, consultant will provide a summary of all HPA locations in the combined cultural resource survey report.

If HPAs are within the area subject to USACE jurisdiction (the project APE), shovel testing would be needed. A portion of the culvert replacement work will be on public land and one SHPO permit is assumed. Permit obligations include artifact collection, cataloging, and photo documentation of artifacts that will be curated at the Oregon Museum of Natural and Cultural History.

If there is more than one public landowner, then more than one SHPO permit would be needed. A contingency task for a second SHPO permit would address the needed permitting.

Up to 42 shovel tests may be excavated in areas that are subject to review by the USACE. Shovel tests will be 12 inches (30 centimeters) in diameter at the surface and will be excavated to a depth of 20 inches (50 centimeters) below the surface or deeper, if warranted. Soils will be screened through ¼- and ⅛-inch (0.64- and 0.32-centimeter) mesh hardware cloth. The shovel tests will be backfilled immediately upon completion. If artifacts are observed in shovel tests on private lands, they will be photographed, but not collected. If artifacts are observed in shovel tests on public lands, they would be collected as required under the SHPO permitting.

Up to one archaeological site would be newly documented. The resource will be recorded on a

SHPO Site Inventory Form. It is assumed that the project will have no adverse effect on archaeological resources that are eligible for listing in the NRHP.

Assumptions:

- Up to one archaeological resource will be identified within the project area
- Up to 10 artifacts would be collected and curated under permit from SHPO.

Deliverables/Schedule:

- Up to one archaeological site form would be appended to the report.
- Draft SHPO permit work plan to be provided to client for review within two weeks of completing pedestrian survey and confirming that a SHPO permit is needed.
- Final permit application to be submitted to SHPO within two business days of receiving client review comments.
- SHPO review period is anticipated to be 45 days from submittal of permit application.
- Results of the archaeological study, both under SHPO permit and not, will be summarized in the cultural resource survey report for both archaeology and historic resources. See Task 3.1 for schedule.

3.2 Permit Research

Evaluate permit and environmental clearances requirements for the Boeckman Dip Bridge Replacement Project and the Meridian Creek Culvert Replacement Project. The PDB team's evaluation must include a review of required Land Use and environmental regulatory permits from local, state, and federal agencies. Attend up to one (1) pre- application meeting with the City to determine land use permitting requirements.

Document existing site conditions as needed to prepare anticipated land use permits and to confirm the absence of additional sensitive resources and/or habitat.

Prepare a technical memorandum detailing permits required, citing the respective code sections and regulations that require them. The permitting technical memorandum shall outline the procedure for obtaining these permits and approximate timeframes associated with them. The permitting technical memorandum shall include specific conditions listed in those code sections which may apply to the Project.

Following research and technical memorandum results, the PDB team will prepare an additional scope of services to address any additional permitting identified for City approval.

Deliverables/Schedule:

- Electronic copy of the draft Permitting Technical Memorandum in Word format to the City for review and comment per the Project Design Schedule.
- Electronic copy (PDF) of the Final Permitting Technical Memorandum in Word format to the City for review and comment per the Project Design Schedule.

3.3 Meridian Creek Culvert Replacement

3.3.1 Wetland Delineation – Meridian Creek Culvert Replacement

Conduct wetland and waters delineation within the Meridian Creek Culvert Replacement project area. The delineation will be conducted using the required criteria and methodologies of the Corps of Engineers *Wetland Delineation Manual Technical Report Y-87-1* (Environmental

Laboratory, 1987) and the *Western Mountains, Valleys, and Coast Region* regional supplement to the 1987 Manual. Wetland and ordinary high water line boundaries will be clearly flagged and numbered to facilitate surveying. Following receipt of an AutoCAD file of wetland and ordinary high water line data, a wetland delineation report will be prepared and submitted to the Oregon Department of State Lands (DSL) for their approval.

Deliverables:

- Electronic copy of the Draft Wetland Delineation Report in Word format to the City for review and comment per the Project Design Schedule.
- Electronic copy (PDF) of the Final Wetland Delineation Report to the City for submittal to the regulatory agencies per the Project Design Schedule.

3.3.2 Stream Function Assessment – Meridian Creek Culvert Replacement

The Oregon Department of State Lands requires all applicants that work in channels/streams to assess their functions. This is accomplished using the Stream Function Assessment Method (SFAM). Prior to collecting data in the field, maps and other data will be assembled in the office to facilitate the field work. Field work will include data collection within the stream corridor that 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. A memorandum will be prepared summarizing the results in a table and with a brief description.

Deliverables:

- Electronic copy of the Draft Stream Function Assessment Memorandum and data in Word format to the City for review and comment per the Project Design Schedule.
- Electronic copy (PDF) of the Final Stream Function Assessment Memorandum and data to the City for submittal to the regulatory agencies per the Project Design Schedule.

3.3.3 Pre-application Coordination – Meridian Creek Culvert Replacement

Pre-application coordination with the US Army Corps of Engineers (USACE), DSL, and the Oregon Department of Fish and Wildlife (ODFW). The coordination will occur prior to the submittal of a Joint Permit Application (JPA). The coordination may include one site visit to the project area. Coordination will determine whether the culvert replacements are exempt from state and/or federal regulations. Coordination with ODFW will determine whether fish passage approval is required and whether the proposed culvert will be required to pass native fish.

3.3.4 State and Federal Permitting – Meridian Creek Culvert Replacement

Prepare JPA describing the Meridian Creek Culvert Replacement Project. The JPA will contain all relevant information pertaining to receiving a determination of a complete application by the DSL and USACE. This information includes a complete description of the project, an alternatives analysis, an assessment of existing conditions, an impact assessment, and a mitigation plan. The mitigation plan may require the preparation of separate mitigation plans for the USACE and DSL if mitigation credits are not available.

Assumptions:

- The Corps of Engineers and the National Marine Fisheries Service will approve the project through the "Revised Standard Local Operating Procedures for Endangered Species to Administer Maintenance or Improvement of Stormwater, Transportation, and Utility Actions Authorized or Carried Out by the U.S. Army Corps of Engineers in Oregon (SLOPES V for Stormwater, Transportation or Utilities)"

Deliverables:

- Electronic copy of the Draft JPA in Word format to the City for review and comment per the Project Design Schedule.
- Electronic copy (PDF) of the Final JPA to the City for submittal to the regulatory agencies per the Project Design Schedule.

3.4 Boeckman Dip Bridge Replacement

3.4.1 Wetland Delineation – Boeckman Dip Bridge Replacement

Conduct wetland and waters delineation within the Boeckman Dip Bridge Replacement project area. The delineation will be conducted using the required criteria and methodologies of the Corps of Engineers *Wetland Delineation Manual Technical Report Y-87-1* (Environmental Laboratory, 1987) and the *Western Mountains, Valleys, and Coast Region* regional supplement to the 1987 Manual. Wetland and ordinary high water line boundaries will be clearly flagged and numbered to facilitate surveying. Following receipt of an AutoCAD file of wetland and ordinary high water line data, a wetland delineation report will be prepared and submitted to the Oregon Department of State Lands (DSL) for their approval.

Deliverables:

- Electronic copy of the Draft Wetland Delineation Report in Word format to the City for review and comment per the Project Design Schedule.
- Electronic copy (PDF) of the Final Wetland Delineation Report to the City for submittal to the regulatory agencies per the Project Design Schedule.

3.4.2 Stream Function Assessment – Boeckman Dip Bridge Replacement

The Oregon Department of State Lands requires all applicants that work in channels/streams to assess their functions. This is accomplished using the Stream Function Assessment Method (SFAM). Prior to collecting data in the field, maps and other data will be assembled in the office to facilitate the field work. Field work will include data collection within the stream corridor that 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. A memorandum will be prepared summarizing the results in a table and with a brief description.

Deliverables:

- Electronic copy of the Draft Stream Function Assessment Memorandum and data in Word format to the City for review and comment per the Project Design Schedule.
- Electronic copy (PDF) of the Final Stream Function Assessment Memorandum and data to the City for submittal to the regulatory agencies per the Project Design Schedule.

3.4.3 Kaizen Meeting (Pre-application coordination) – Boeckman Dip Bridge Replacement

Pre-application coordination with state and federal agencies will occur via a Kaizen Meeting. The Kaizen Meeting may occur in-person or remotely. The Project Team will facilitate the Kaizen Meeting. Following the meeting, one (1) site visit to the project area may be required.

Deliverables:

- Electronic copy of the Draft Meeting Minutes in Word format to the City for review and comment per the Project Design Schedule.
- Electronic copy (PDF) of the Final Meeting Minutes to the City per the Project Design

Schedule.

3.4.4 State and Federal Permitting – Boeckman Dip Bridge Replacement

Prepare JPA describing the Boeckman Dip Bridge Replacement Project. The JPA will contain all relevant information pertaining to receiving a determination of a complete application by the DSL and USACE. This information includes a complete description of the project, an alternatives analysis, an assessment of existing conditions, an impact assessment, and a mitigation plan. The mitigation plan may require the preparation of separate mitigation plans for the USACE and DSL if mitigation credits are not available.

Assumptions:

- The Corps of Engineers and the National Marine Fisheries Service will approve the project through the "Revised Standard Local Operating Procedures for Endangered Species to Administer Maintenance or Improvement of Stormwater, Transportation, and Utility Actions Authorized or Carried Out by the U.S. Army Corps of Engineers in Oregon (SLOPES V for Stormwater, Transportation or Utilities)".
- Formal consultation and the preparation of a Biological Assessment will not be required. If required, a separate scope will be prepared to cover the preparation of a Biological Assessment.

Deliverables:

- Electronic copy of the Draft JPA in Word format to the City for review and comment per the Project Design Schedule.
- Electronic copy (PDF) of the Final JPA to the City for submittal to the regulatory agencies per the Project Design Schedule.

3.5 Tree Assessment and Arborist Recommendations

This task includes early-assistance tree reconnaissance to generally assess trees to help inform preliminary design, and the preparation of an individual tree inventory by a certified arborist following completion of the tree survey. The inventory includes performing an assessment of existing trees along Boeckman Road, from Stafford Road to Canyon Creek Road and within the project area defined in Exhibit A. The tree assessment shall include:

- Review documents pertaining to the 'Boeckman Road Corridor Progressive Design-Build project.
- Attend one on-site meeting to walk the site with the design team and City staff to generally assess trees and identify significant trees. No individual tree data will be collected during reconnaissance, except an aerial image will be marked-up by the arborist with comments pertaining to significant trees to help inform preliminary design.
- Visit the site to visually assess and collect inventory data for surveyed trees 6" in diameter and larger located within the limits of work across the project site, within 50' buffer beyond the limits of work at Boeckman Creek, and off-site if driplines extend across project boundaries. Inventoried trees shall be tagged with metal tree marker indicating tree number by the survey crew prior to the arborist's fieldwork.
- Boundaries of inventory shall be set by the PDB team.
- Document tree identification number, species, diameter, crown radius (dripline), and general condition (overall health and structure). Identify high-quality trees deemed significant trees during the tree reconnaissance meeting and any others if additional significant trees are identified during the individual tree assessment.
- Attend up to three on-site meetings to review site plans with the design team in terms of

potential tree impacts and tree protection recommendations.

- At 60% Design, survey shall stake the limits of proposed tree clearing at Boeckman Creek and the project arborist will conduct a site visit to visually assess trees that will be exposed along new forest edges with adjacent tree removal. Trees identified as potentially hazardous or otherwise not suitable for retention with exposure from site clearing, will be classified for removal.
- Review site plan iterations in terms of potential tree impacts and provide question. Coordinate with the design team to provide comments and recommendations for the protection of significant trees, as feasible. Update tree data to list trees as remove or retain. Develop tree protection specifications.
- Correspondence and revisions as needed.

Assumption:

- Prior to the arborist's fieldwork, trees measuring 6" diameter and larger will be survey located throughout the project boundaries, as well as off-site trees if driplines extend across project boundaries. The survey crew will attach numbered aluminum tags to all surveyed trees with numbers corresponding to the tree survey point data. Arborist will receive a PDF exhibit depicting the location of surveyed trees with survey point number labels, right of way boundaries, lot lines for adjacent private properties, boundaries of significant natural resources, and the project boundaries. Arborist will receive an Excel spreadsheet listing the tree survey point data.
- Approximately 400 trees. Trees shall be reasonably accessible for visual tree assessment (free of blackberries). Property access will be arranged by the City prior to site visits. If no private property access is authorized to assess trees adjacent to the project site that may require tree protection during construction, visual assessment will be limited to observations made from public rights of way only, diameter will be visually estimated and not all defects may be visible. Fee estimate assumes up to four days of tree inventory fieldwork with a two-person crew.
- Survey will stake the limits of proposed clearing at Boeckman Creek based on 60% DD.
- Significant tree generally means healthy, non-invasive trees, particularly large trees and trees that are prominent aesthetically or provide high quality habitat.
- The project is exempt from a tree removal permit per WDC Section 4.6000.40(.01)(C).
- No written arborist report is required.
- This scope of work does not include construction phase consulting arborist services.

Deliverables/Schedule:

- Aerial mark-up in PDF format with notes following significant tree reconnaissance site meeting.
- Tree inventory and assessment data in Excel format.
- Site plan mark-ups with comments regarding tree removal and protection.
- Updated tree data to reflect proposed tree removal and retention when site plan updates are made.
- Tree protection specifications for construction documents.

TASK 4 PERMITTING ASSISTANCE

4.1 Permitting Assistance

- Prepare permit applications and materials necessary for acquisition of required construction permits.

- Coordinate with regulatory agencies administering required permits.
- Respond to City or reviewing agency questions and comments pursuant to obtaining required permits.

Anticipated project permits include:

- Oregon DEQ – 1200-C Permit
- City of Wilsonville Permits
    - Demolition Permit (City owned home), including all individual permits and reports necessary to demolish the home.
    - Plumbing (Irrigation)
    - Electrical (Irrigation meters and electrical for roadway facilities)
    - Hydrant meter (Jobsite water access)

Assumptions:

- The PDB team is responsible for obtaining permits.
- Project is exempt from City permits not specifically listed in Section 4.1. Exempt permits include tree and public works.
- The City will pay for environmental permitting directly or as a reimbursement expense.

Deliverables/Schedule:

- Permit applications and supporting information
- Response to permit agency comments on permit applications

TASK 5 PUBLIC INVOLVEMENT ASSISTANCE

The PDB team will assist the City and City's OR with public involvement throughout the planning, project development and preconstruction phases of the Project. The primary goal of this task is sustaining the City's partnerships with the stakeholders and the general public.

The City's OR will have overall responsibility for the Project public involvement and outreach program. The City's spokesperson (or his/her designee) will be the sole source of any interviews, including on-site interviews, with any media representatives (including but not restricted to newspaper, magazine, radio, and television reporters.). Partner with the City to communicate directly with stakeholders about the Project when and as directed by the City.

Assist the City's OR in producing and distributing newsletters, flyers and fact sheets, and provide graphics as required for a public involvement program. Document comments in a filing system; the City will provide any responses to public comments or review any PDB team prepared responses. Support the City in organizing, scheduling, presenting and facilitating public meetings, City Council Meetings and open houses.

5.1 Public Involvement Kick-off meeting

Prepare for and attend one (1) kick off/strategy meeting with City and the City's OR staff, as scheduled by the City. Five (5) PDB team staff shall attend the meeting, estimated to be two (2) hours in duration, to be held at the City's office. The purpose for the meeting will be to discuss the Project goals and effects, and desired communication objectives and outcomes. The benefits and schedule for the Project will also be reviewed.

Deliverables/Schedule:

- Attendance and participation at the meeting

5.2 Communications Materials

Assist the City's OR in preparing graphic layout of informational materials to be used during outreach events and available online.

5.2.1 Public Outreach Materials

Assist the City's OR in preparing base maps and graphics for public outreach materials to use at public events, and to post online. Provide 5 graphic renderings throughout the project reflecting the roundabout, bridge/trail, intersection, and corridor section.

Deliverables/Schedule:

- Draft and final base maps and graphics (electronic) with draft due date as determined by City; final no later than two (2) business days from receipts of City comments.
- Up to twelve (12) updates to the base maps and graphics.
- Review outgoing messaging (monthly updates) with comments to OR two (2) days before distribution.
- Courtesy review of early messaging before contract authorization including project sign installation location (not a scoping item).

5.2.2 Notification Materials

Assist the City's OR in creating and reviewing notification materials to inform residents about the Project and open house events. Review Public Involvement material prior to distribution for content and messaging.

Deliverables/Schedule:

- Assist in development of draft content for public notifications. Content will be given to the City's PI lead prior to a due date as determined by the City. Drafts will be distributed in electronic format.

5.3 Community/Neighborhood Outreach

Attend outreach events to provide information and answer questions from community and neighborhood residents about the design, construction impacts, and construction schedule prior to the start of construction.

5.3.1 Open House/Public Events

Public events will be held, with the format being determined in coordination with the City and the City's OR and based on contact with stakeholders. It is assumed that the City, the City's OR, and up to six (6) PDB team staff persons will be present for set up and to answer questions.

- Attend and participate at public open house meetings (assume two [2] general project open houses, one [1] during early Alternatives Analysis, and one [1] prior to construction.).
- Assist the City with an open house presentation, discussion, and citizen engagement. The OR will facilitate open house.
- Review outcomes of the open house to be integrated into the Alternatives Analysis study.

5.3.2 City Council & Planning Commission Meetings

- Prepare for and attend City Council and Planning Commission meetings for presenting Project updates. Attend these meetings and events with the City and City OR staff.
- Provide project information and/or review City Council and Planning Commission briefing fliers to assist City staff in presenting to the Council and Commission.

Deliverables/Schedule:

- Attend up to six [6] City Council meetings or events.
- Help develop presentation content and assist City staff as needed at the meeting.

5.3.3 Stakeholders Meetings

Prepare for and attend key stakeholder meetings for presenting project updates and obtaining input on design components. Attend these meetings and events along with the City and City OR staff. For budgeting purposes, fifteen (15) two-hour meetings with four (4) PDB team members attending are assumed. The following are anticipated stakeholders for individual meetings:

- Wilsonville Emergency Responders & Sanitation Services (four [4] meetings)
- West Linn-Wilsonville School District (four [4] meetings)
- Wilsonville Parks and Recreation District (one [1] meetings)
- South Metro Area Regional Transit (one [1] meetings)
- Frog Pond Developers (one [1] meeting)
- The Homeowners Association(s) (four [4] meetings)

Deliverables/Schedule:

- Coordination and attendance at up to fifteen (15) stakeholder meetings.
- The PDB team will help develop meeting content.

TASK 6 UTILITY COORDINATION

Utility coordination will be conducted to address potential utility impacts related to the project improvements and constructability approach. Project potential utility impacts include proposed design elements such as road widening, bridge construction, etc. Potential utility impacts from the proposed construction include access, staging, temporary grading, utility construction, undergrounding of existing franchise utility overhead facilities, etc.

6.1 Initial Individual Utility Meetings

Meet individually with each utility purveyor to discuss project objectives, impacted facilities, obtain existing utility mapping, identify contacts for project duration, relocation time frames and requirements, disruptions of service, and potential facility upgrades.

The following utilities are anticipated to have facilities within the project limits:

- NW Natural Gas
- Portland General Electric (PGE)
- Clackamas County DOT
- Clackamas Broadband Exchange (CBX)
- City of Wilsonville - Sanitary Sewer
- City of Wilsonville – Water
- City of Wilsonville – Storm Drainage

- Comcast Cable
- Lumen National
- Wave Broadband
- Ziply Fiber
- Verizon-MCI

For estimating purposes, it is assumed that up to three (3) PDB team staff shall attend up to ten (10) meetings, each no more than two (2) hours in length.

Deliverables/Schedule:

- Attend and conduct meeting with utilities.
- Draft summary notes (including action item/decision log) within five (5) business days of meeting (provided as an electronic copy).
- Maintain a franchise utility communication log to document all communications utilizing either the anticipated SharePoint site or through a shared access filing system agreed upon by the team.
- Develop Existing Utilities Matrix Tracking table consolidating utility information and potential impact.

6.2 Review Franchise Utility Public Works Permits

Obtain available copies of Public Work Permits for franchise utilities from the City and franchise utility providers. Review documents for relocation requirements and cost responsibility

For estimating purposes, it is assumed that one (1) PDB team staff will review up to five (5) agreements, each no more than two (2) hours in length.

Deliverables/Schedule:

- Not applicable

6.3 Conflict Analysis

Review preliminary survey mapping for consistency with franchise utility mapping and identify horizontal and vertical conflicts with the designs of the preferred alternatives designs.

Prepare a conflict analysis spreadsheet to identify each conflict and use ranking system to identify most critical facilities and prioritize potholing.

Complete conflict analysis using vertical information obtained from potholing and identify confirmed conflicts and group by utility owner.

Deliverables/Schedule:

- Conflict analysis spreadsheet provided within twenty (20) business days after 30% Designs (1 electronic copy)
- Pothole list provided within twenty (20) business days after Preliminary Design Package (1 electronic copy)
- Project plans to each utility that show apparent conflicts
- Update Existing Utility Matrix including potential utility impact

6.4 Potholing

Pothole identified locations to confirm existing facility elevations, and document potholes with photos and survey information.

For estimating purposes, it is assumed that up to 32 potholes will be required to document potential conflicts.

Deliverables/Schedule:

- Documentation of findings for each pothole completed.

6.5 Franchise Utility Relocation Notification

Draft and send relocation notices to franchise utility purveyors with confirmed conflicts and timeline requirements per the City of Wilsonville Franchise Agreements. Meet with utilities to discuss relocation options and schedule requirements.

Deliverables/Schedule:

- Utility Relocation Notification packages will be provided to the impacted utilities during the 30%, 60%, and final (100%) design phases.
- Utility Relocation Notification Packages will include Notification Letter, conflict analysis spreadsheet, plan sheets with identified potential impact locations for each Utility Provider.
- Copies of Utility Relocation Notifications will be provided to the City within five (5) business days of sending to utility (1 electronic copy).

6.6 Review Relocation Plans

Meet with utility owners to review potential relocation alignments and grades. Review proposed relocation plans to confirm conflicts are addressed and new conflicts are not created. Provide relocation plan comments or approvals to utility owners.

Deliverables/Schedule:

- Conflict analysis spreadsheet within five (5) business days of sending to utility (1 electronic copy)
- Composite Utility Plan showing line work for all utilities relocation and improvements

6.7 Private Development Utility Coordination

Meet with adjacent developable properties to review development plans and utility needs. Review any preliminary designs and incorporate as necessary, with City utility approvals.

Deliverables/Schedule:

- Provide meeting agenda electronically to participants two (2) business days prior to the date of the meeting.
- Attend and participate in up to four (4) meetings, two (2) hours long and up to three (3) PDB staff members.
- Draft summary notes (including action item / decision log) within five (5) business days of meeting (1 electronic copy).

TASK 7 GEOTECHNICAL ENGINEERING SERVICES

7.1 Data Review / Reconnaissance

Review available information to evaluate geologic conditions and hazards at the proposed Project site, such as geologic units, historic land use, and fill materials. Readily available information will be reviewed from the following sources (as applicable):

- Published geologic, geologic hazard, and soil survey maps.
- Existing published and unpublished literature provided by the City.
- Previous geology and/or geotechnical reports from the City, or other officials, consultants, groups, or individuals pertinent to the Project.
- As-built roadway plans (as available from neighboring sites).

Conduct a geologic and geotechnical reconnaissance of the site consisting of up to three (3) site visits to identify the following:

- Geologic conditions at the Project site, any geologic hazards present and their impacts to the proposed Project elements.
- General condition of the surrounding roadways.
- Surface conditions that may be indicative of subsurface conditions of concern, as well as past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable slopes, shallow groundwater, roadway settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).
- Site constraints, staging concerns (for exploration and construction), and environmental considerations.
- Potential exploration and/or monitoring locations.
- Boring locations, which will be marked with stakes or paint on the ground.

7.2 Exploration and Testing Work Plan (ETWP)

Prepare an Exploration and Testing Work Plan (ETWP) prior to beginning field work. No field work is to be performed, other than initial site reconnaissance, before review and approval by City of the ETWP.

The ETWP shall address the proposed drilling (borings and test pits), locations; site access; exploration and sampling procedures; preliminary laboratory testing plan; safety plan; and the traffic control plan.

Coordinate with the City regarding access to the project site. Obtain ROW permit from the City for the explorations in City ROW. It is assumed all explorations will be in City ROW or City owned parcels.

Deliverables:

- Exploration and Testing Work Plan. Submittal date will be established in the initial project schedule.

7.3 Geotechnical and Pavement Explorations

Conduct field investigation work in accordance with the 2018 ODOT Geotechnical Design Manual.

All field explorations shall be performed in conformance with the approved ETWP developed in Task 7.2. The PDB team will coordinate subcontractors, such as drillers, to provide exploration services for geotechnical explorations.

Perform subsurface explorations to estimate the limits and to characterize the nature of in-situ soils, rock and groundwater for the purposes of addressing structure design and other geotechnical or geological considerations for the following:

- Bridge foundations
- Retaining wall foundations and lateral earth pressures

- Embankment construction, settlement and stability
- Pavement design
- Stability of permanent slopes created during construction
- Utility trench and earthwork construction
- Infiltration testing

Use data from the subsurface explorations to develop appropriate geotechnical design parameters for anticipated structures and improvements. The anticipated subsurface explorations to be performed for the Project are shown in the following table:

TEST METHOD / PURPOSE	**EST # OF TESTS**	**DEPTH(S) OF EXPLORATION(S)**
Drilled borings / Bridge abutments and up to one interior bent	3	Two borings up to 120 feet and one up to 150 feet. Each exploration will be extended to the planned depth or to practical refusal, whichever is shallower.
Seismic Cone Penetration Test (CPT) sounding / Bridge, Walls, and Embankments	2	Up to 150 feet or to practical refusal, whichever is shallower.
Drilled borings and hand auger / Slopes	3	Two borings up to 70 feet deep, one boring up to 20 feet and one hand auger up to 15 feet bgs. Each exploration will be extended to the planned depth or to practical refusal, whichever is shallower.
Test Pits / Embankment	4	Up to 10 feet
Drilled borings / Roadway, Pavement, Utilities,Traffic Control Structures, Retaining Walls	7	One boring up to 50 feet, and 6 borings up to 30 feet deep. Each exploration will be extended to the planned depth or to practical refusal, whichever is shallower.
Pavement Cores and Dynamic Cone Penetration (DCP) Tests / Pavement	6	Up to 4 feet
Infiltration testing	1	One borings or test pits to depths up to 10 feet with adjacent infiltration tests at 2 to 8 feet below the ground surface.
One Passive Surface Shear Wave Velocity Testing	1	One passive surface shear wave velocity profile developed along Boeckman Road at the planned crossing.

Provide an experienced engineer or geologist to supervise the field operations for in situ data gathering. Disturbed and relatively undisturbed soil samples shall be collected in the borings at 2.5 to 5-foot increments using a split-spoon sampler in conjunction with Standard Penetration Testing or a thin-walled Shelby Tube. All field work will be observed and recorded by qualified geotechnical staff. Upon completion of drilling, the boreholes will be abandoned and backfilled according to Oregon Water Resources Department regulations. Patches will be placed at the surface for exploration locations which are performed in paved areas. Patches will be maintained cold patch asphalt or quick setting concrete.

The explorations will be completed using truck and/or track-mounted drilling rigs. Borings will be advanced using mud-rotary drilling techniques and cuttings will be disposed of offsite.

The pavement field investigation program will include a visual inspection of existing pavement along Boeckman Road between Stafford Road and Canyon Creek Road and pavement coring at six (6) locations. The coring will be followed by dynamic cone penetrometer (DCP) tests. At the completion of the DCP tests, pavement borings will be drilled to the depths noted in table above.

Passive surface shear wave velocity testing will include setting up an array of geophones along a cable. The geophones are then used to measure the time required for a seismic wave to travel from a seismic source to a receiving transducer. By analyzing the arrival time of the seismic wave as a function of distance from the seismic source, the seismic velocities of the underlying soil/rock units and the depth to geologic contacts can be determined.

Infiltration testing will be performed in general accordance with the City of Wilsonville Stormwater & Surface Water Design & Construction Standards section 301.4.06 Infiltration Rate and Testing. Tests will be either an open pit falling head test or an encased falling head test.

7.4 Laboratory Testing

Perform laboratory tests on disturbed and/or undisturbed soil samples obtained from the explorations to:

- Characterize the subgrade and subsurface soil and rock
- Develop engineering soil parameters for the site improvements
- Assist with determining engineering geologic unit boundaries
- Check field soil classification.

The laboratory testing program shall be performed in accordance with standard ASTM or AASHTO practices to include the following:

- Up to forty (40) Moisture Content tests;
- Up to ten (10) Unit Weight/Density Tests
- Up to twelve (12) Atterberg Limit Tests
- Up to two (2) Specific Gravity Tests
- Up to ten (10) Grain Size #200 Washes
- Up to five (5) Grain Size Analyses
- Up to four (4) Grain Size Analyses with Hydrometers
- Up to eight (8) Consolidation Tests
- Up to six (6) Triaxial Tests
- Up to three (3) Direct Simple Shear Tests
- Up to two (2) Suites of Corrosivity tests including tests for soil resistivity, pH, chloride and sulfate content.
- Up to one (1) Cyclic Direct Simple Shear Test

7.5 Geotechnical Data Analysis

Complete a geotechnical study and provide design parameters and construction recommendations for the Project. The engineering evaluation and analyses will be performed in accordance with the ODOT Geotechnical Design Manual (June 2018), ODOT Pavement Design Guide and AASHTO Guide. Geotechnical analysis shall include:

- Evaluation of subsurface soil, rock, and groundwater conditions
- Evaluation of site-specific seismic hazards, including design ground motions, and seismic slope stability of proposed new slopes, retaining walls, and bridge abutments

- Evaluation of global stability of slopes
- Evaluation of global and external stability of retaining walls using limit equilibrium analytical methods
- Evaluation of consolidation (settlement) of existing embankment and native soils
- Evaluation of ground improvement concepts for mitigation of settlement and/or stability issues
- Development of design and construction recommendations for the bridge foundations, new embankments placed, and retaining walls
- Evaluation of existing pavements
- Development of design and construction recommendations for rehabilitation of existing pavements and new pavements for both concrete and asphalt
- Development of infiltration design parameters

7.6 Level I Hazardous Materials Assessment

Conduct a Level I Hazardous Materials Assessment (HMA) to assess and identify any known or potential environmental conditions within or adjacent to the project alignment that may impact the project. The Level I HMA will be comprehensive and in general conformance with the All Appropriate Inquiries Final Rule (AAI Rule) per 40 CFR 312, ASTM Standard Practice for Environmental Site Assessments (ASTM E 1527-13), the ODOT HazMat Programs Procedures Guidebook (2010) and generally accepted procedures as outlined in the American Association of State Highway and Transportation Officials (AASHTO) Hazardous Waste Guide for Project Development guidance document (AASHTO, 1990).

The assessment will address the following potential areas of environmental concern for the project alignment: aboveground storage tanks (ASTs) and underground storage tanks (USTs); contamination of air, surface soil, surface water, and groundwater; and solid and hazardous wastes. If obvious during site reconnaissance (no invasive measures will be used), the Level I HMA may also note other environmentally-related information outside of the ASTM standard, such as the potential presence of asbestos-containing materials and water wells. The findings of the Level I HMA will be summarized in a Level I HMA report.

7.7 Geotechnical Report

Prepare Geotechnical Memoranda to document on-going technical analysis and recommendations.

Prepare a Geotechnical Engineering Report summarizing geotechnical analyses and recommendations according to the ODOT Geotechnical Design Manual. The Geotechnical Engineering Report will be stamped by Registered Geotechnical Engineer.

Prepare Geotechnical Data Sheets (GDS) for the bridge crossing.

Prepare a Level I HMA report.

The Geotechnical Memoranda will address:

- Existing embankment and native soils settlement estimates
- Seismic design parameters
- Bridge foundation design parameters
- Retaining wall foundation and lateral earth design parameters
- Miscellaneous geotechnical design parameters

The Geotechnical Report will address:

- Summarize subsurface soil, rock, and groundwater conditions.

- Identify geologic hazards, if any.
- Summarize the results of the geotechnical analyses, including estimates of settlement, slope stability.
- Summarize the geotechnical design and construction recommendations
- Provide design recommendations for new bridge foundations, retaining walls, embankments, construction slopes, infiltration systems and pavements.
- Identify general specification criteria for the construction contract and provide recommendations for special provisions, if required

The Level I HMA Report will:

- Summarize historical characterization of the project alignment.
- Summarize regulatory agency file review findings.
- Identify current or historic Recognized Environmental Conditions (RECs).
- Provide recommendations for additional environmental assessment, if necessary.

Assumptions:

- The PDB team assumes that the site soils are not contaminated and are non- hazardous.
- A site-specific site response seismic hazard analysis will not be required for this project unless the on-site soils are determined to be Site Class F upon completion of field and laboratory index testing. (Completion of site-specific site response analysis is included as a contingency cost.)
- All drilling will be done during daylight hours with no limitation on length of workday or hours of operation.
- Consolidation/settlement analysis will be completed for a two-dimensional model (as opposed to three-dimensional).
- A detailed analysis of ground improvement measures, if needed, is not included in this scope.
- The City will obtain access agreements with the owners or occupants of the individual tax lots within the project alignment for the Level I HMA study and/or geotechnical investigation.
- The City will contact property owners ahead of the Level I HMA study interviews to explain the project, arrange access and identify appropriate representatives of each property and their associated contact information (i.e., telephone number). Our scope does assume that we will be contacting these property representatives to set appointments for interviews once they have had initial contact by the City.
- Our Level I HMA scope of work does not include destructive or non-destructive sampling or testing of soil, water, building materials, etc. If such work is deemed necessary, then further investigation will be required.

Deliverables/Schedule:

- Up to five Geotechnical Memoranda within 4 to 10 weeks of completion of the geotechnical field explorations.
- Draft Geotechnical Engineering Report within 12 to 14 weeks of completion of the geotechnical field explorations.
- Final Geotechnical Engineering Report within one (1) week of closure of all review comments from the City and their supporting Engineers.
- Up to two (2) Geotechnical Data Sheets within one (1) week after the issuance of the Final Geotechnical Engineering Report.
- Draft Level I HMA within 6 to 10 weeks of notice-to-proceed.
- Final Level I HMA Geotechnical Engineering Report within one (1) week of closure of all review comments from the City.

7.8 Review of Geotechnical Related Plans and Specifications

The PDB team shall review geotechnical-related plans and specifications to support the 100% design of the project. The geotechnical-related design plans shall include the foundations for the bridges, retaining walls, slopes, and traffic structures. The geotechnical-related specifications must include retaining walls, and associated foundations, earthwork, and pavement.

7.9 Independent Geotechnical Engineering Peer Review

The PDB team will conduct an independent peer review of the geotechnical investigations and design recommendations. The assumptions for Document Review and Meeting Participation are outlined below.

Document Review

- Review of the proposed geotechnical exploration, testing and workplan (ETWP).
- Provide Bluebeam review comments on the draft ETWP.
- Review settlement analysis technical memorandum.
- Review the draft and final Geotechnical Report for the project.
- Provide an Excel log with comments on the draft report and resolution after reviewing responses to comments as well as modifications to the draft and final report, as appropriate. Up to two rounds of comments will be provided for the draft report and a single round for the final report.
- Review geotechnical elements on up to two (2) plan sets. Comments will be provided in Bluebeam markups
- Review and provide Bluebeam comments on up to three (3) geotechnical Memorandum.

Meeting Participation

- Consultant will participate in up to three (3) bi-weekly project team meetings. This task includes review of meeting materials and meeting preparation.

TASK 8 ALTERNATIVES ANALYSIS

8.1 Alternatives Analysis – Subproject 2

Prepare up to three (3) conceptual design alternatives for feasible roadway alignment, profile and cross-sections. Identify potential footprint constraints, ROW impacts, corridor architecture and retaining structures.

Prepare AACE Class 3 cost estimates and ROW impacts for each alternative to be considered in the selection process. Conduct life-cycle analysis for pavement types and materials.

Provide constructability reviews through the bi-weekly project team meetings.

Describe the design criteria and identify all design exceptions for the subproject alternatives. Present the draft design criteria in a table or matrix format, listing all conditions, assumptions, and minimum standards for all design elements of the subproject.

Prepare the roadway design and plan and profile sheets to support the Preliminary Engineering Report (PER) to aid in public outreach meetings and City Council decision-making. The plan sheets shall be developed in accordance with City standards. The expected sheets included with the preliminary design package submittal include the following:

- Typical Sections

- Alignment, profile, and RW Sheets

Deliverables/Schedule:

- Design Criteria Sheet
- Roadway Preliminary Design Package Plans

8.2 Alternatives Analysis – Subproject 3

Prepare up to three (3) conceptual design alternatives for feasible roadway alignment, profile and cross-sections; potential footprint constraints, ROW impacts, corridor architecture and retaining structures for the section of roadway extending from the Canyon Creek Road intersection to the east end of the proposed approach embankment for the new bridge. Cross-sections will address conditions for the roadway and as well as the bridge.

Prepare AACE (American Association of Cost Engineering) Class 3 cost estimates and ROW impacts for each alternative to be considered in the selection process. Conduct life-cycle analysis for pavement types and materials.

Provide constructability reviews through the bi-weekly project team meetings.

Describe the design criteria and identify all design exceptions for the subproject alternatives. Present the draft design criteria in a table or matrix format, listing all conditions, assumptions, and minimum standards for all design elements of the subproject.

Prepare the roadway design and plan and profile sheets to support the PER to aid in public outreach meetings and City Council decision-making. The plan sheets shall be developed in accordance with City standards. The expected sheets included with the preliminary design package submittal include the following:

- Typical Sections
- Alignment, profile, and RW Sheets

Deliverables/Schedule:

- Design Criteria Sheet
- Roadway Preliminary Design Package Plans

8.2.1 Alternative Analysis – Bridge

During the Alternatives Analysis phase, review foundation data, environmental documentation, and existing reports. Coordinate with other design disciplines including the geotechnical engineer, environmental permitting lead, bridge architect, and landscape architects. Evaluate two (2) bridge span arrangements, including one (1) single span and either a three-span or a two-span alternative depending on geotechnical conditions. Evaluate up to two (2) bridge types for each of the span arrangements. Evaluate a maximum of two (2) wall alternatives for the approaches along with options to mitigate settlement including wick drains, ground improvement and lightweight fill for the MSE walls. Evaluate architectural and aesthetic treatments to rails, walls and potential girders, potential lighting, utility crossing, and future use needs and incorporate into the alternatives.

Prepare a cost estimate for each of the design alternatives.

Prepare conceptual drawings for each alternative, including plan, elevation and typical sections. The Geotechnical Preliminary Technical Manual will be used for substructure, foundation, and wall design. Provide narrative for the PER.

Deliverables/Schedule:

- Draft Bridge Preliminary Design report including narrative, conceptual drawings for up to three alternatives. Report shall be summarized and included in the PER (Task 8.3)
- Final Bridge Preliminary Design report including narrative, and conceptual drawings. Report shall be summarized and included in the PER (8.3)

8.2.2 Alternative Analysis – Canyon Creek Intersection

This task will complete an analysis of potential costs and benefits associated with installing either a traffic signal or roundabout at the intersection of Boeckman Road and Canyon Creek Road. The study will build upon operational analyses completed as part of previous studies and will conduct a safety performance analysis, life-cycle cost analysis, and cost evaluation to compare alternatives.

Obtain the five (5) most recent years of crash data at the study intersection and its approaches.

Prepare a Safety Performance Analysis to support the selection of intersection control for the Project. Safety analysis will be based on the current Highway Safety Manual (HSM) Methodology. Analysis will include:

- Predicted crash frequency and severity of each intersection alternative.
- Safety analysis of each intersection alternative compared to each other.
- Summarize safety performance analysis to be incorporated into the Intersection Control Evaluation Report.

Prepare up to three (3) intersection alternatives, including up to two (2) conceptual roundabout design alternatives for feasible roundabout location and size; potential footprint constraints, ROW impacts, utility impacts, constructability and retaining structures. Complete conceptual truck turning and speed analysis to support geometry and sizing. Prepare cost estimates and ROW impacts for each alternative to be considered in the selection process. Conduct life-cycle analysis for pavement types and materials.

Provide constructability reviews through the bi-weekly project team meetings.

Describe the design criteria and identify all design exceptions for the subproject alternatives. Present the draft design criteria in a table or matrix format listing all conditions, assumptions, and minimum standards for all design elements of the subproject.

Develop the signalized alternative to a concept level design sufficient to establish horizontal construction limits and required ROW. The signalized concept shall be developed to a similar level of detail as the previously developed roundabout concept. It shall have a horizontal alignment and intersection geometry that meets applicable design standards and accommodates anticipated truck turning needs.

Review each alternative and determine the potential benefits and impacts associated with construction of the proposed alternative. Potential benefits and impacts to be considered include, but are not limited to, right-of-way needs, intersection capacity, access, safety, pedestrian crossing considerations, bicycle considerations, utility impacts, permitting and environmental impacts.

Prepare the roadway design and plan and profile sheets to support the PER to aid in public outreach meetings and City Council decision-making. The plan sheets shall be developed in

accordance with City standards. The expected sheets included with the preliminary design package submittal include the following:

- Roundabout geometry site plan
- Conceptual truck turning analysis
- Conceptual speed analysis exhibit
- Alignment, profile, and RW Sheets

Prepare conceptual level construction cost estimates for each alternative that includes the major construction items and quantities that can be identified at this level of design detail. Analyze the life-cycle cost/benefit ratio for each alternative including comparison of predicted safety performance.

Prepare a summary technical memorandum summarizing the safety performance analysis, cost estimates, cost/benefit analysis, and key findings and recommendations.

Assumption:

- The Intersection Design Memo with the performance analysis will be completed at the 30% Design Development.

Deliverables/Schedule:

- Design Criteria Sheet
- Draft and Final Intersection Design Reports, at 30% Design Development Roadway Preliminary Design Package Plans

8.3 Preliminary Engineering Reports

Objectives: The purpose of this task is to memorialize the alternatives analysis process into a single document for acceptance by the City prior to proceeding with the 30% design and construction document development.

Prepare a Draft PER for the preferred alternative. Plans and drawings will be attached as appendices to the Draft Preliminary Design Narrative in the PER. The narrative shall reference and address all the following reports, technical memoranda, and plans/drawings:

- Description of the purpose, need, and design solution for the Project
- Summary of existing conditions, (i.e., Project location, street classification, lanes, ADT, posted speed, roadside inventory, and other design standards pertinent to the Project)
- Outline of Project constraints such as topography, geology, hydrology, environmental, permits, ROW, utilities, and cost
- Traffic analysis results
- Traffic lighting requirements
- Access Management narrative
- Environmental permitting requirements
- Survey Control Data
- Summary of constructability reviews
- List of utility conflicts and utility contact information
- Signage and striping requirements
- ROW needs
- Drainage needs
- City of Wilsonville Concept Drainage Report

- Landscaping and irrigation concepts
- Bridge and wall concepts, design criteria, durability requirements, and roadside safety requirements
- Constructability Recommendations
- Permit needs
- Construction cost estimates
- Mobility Considerations and ADA Compliance
- Alternatives analysis summary
- Public involvement process
- Temporary traffic control requirements
- Schedule to GMP and construction

Respond to Preliminary Engineering Report Review Comments

Compile the Draft PER plans from all disciplines and prepare the Draft PER submittal to the City.

Drawings submitted with the Draft PER must be marked as "Preliminary Design Plans for Review." Both the Draft PER and the plans appendix must bear the responsible engineer's seal. Prepare the Plan Title sheet in accordance with City standards and provide an index to the drawing set.

The City will provide comments on the Draft PER to the team within twenty (20) business days of receipt. Compile and address City comments on the design as they are received and communicate the disposition to City. Provide written response to address review

comments received on the project design. Attend a Workshop (covered by Task 1.5.5) to address resolution of review comments.

Submit the Final PER addressing the comments received and comments received at the Workshop. The Final PER must reflect all final design decisions reached at this stage in the development of the Project.

Deliverables/Schedule:

- Draft PER
- Prepare Design Exception Summary
- Prepare construction schedule and estimate
- Conduct constructability reviews
- Compile review comments and prepare Final PER

8.4 Conceptual Drainage Report

Prepare a Site Assessment and Planning Checklist per the City of Wilsonville 2015 Stormwater & Surface Water Design and Construction Standards for all subproject areas. The checklist will be submitted with the development permit application for overall plan approval prior to moving into detailed designs.

Deliverables/Schedule:

- Prepare storm drainage Site Assessment and Planning Checklist
- Compile review comments

8.5 Boeckman Road Corridor Traffic Analysis

This study will provide recommendations for turn lanes and design treatments along the corridor

between Canyon Creek Road and Stafford Road.

Obtain and review weekday morning (7-9 a.m.) and evening (4-6 p.m.) peak period traffic counts, as provided in the 2022 traffic study for the proposed Frog Pond primary school, for the following four (4) intersections along Boeckman Road:

- Sherman Drive
- Laurel Glen Street
- Willow Creek Drive
- Stafford Road
-

Obtain and review crash data from ODOT and/or Clackamas County for the study area intersections and the roadway segments between intersections.

Estimate future design year traffic volumes at the study intersections based on most recent projections from the Frog Pond Area Plan.

Evaluate the intersection levels of service at the study intersections during future year a.m. and p.m. peak hours.

Conduct left-turn lane warrant analysis and queuing analysis at each intersection to develop recommended left-turn lane storage lengths.

In addition to the five study intersections noted above, evaluate the potential safety and operating conditions of the Canyon Creek Road South/Boeckman Road intersection if it were open to vehicle turning movements. Evaluate intersection sight distances, intersection spacing issues, and level of service under future traffic conditions with build out of the project. Develop a recommendation for whether the intersection can be opened to full or partial vehicular access.

Review past traffic studies for the Frog Pond School. Evaluate need for additional turn lanes, pedestrian crossing treatments, and/or other design treatments along the school frontage.

Prepare a summary technical memorandum describing the methodology and results of the data collection, operational analyses, and key findings and recommendations.

Deliverables:

- Draft and Final Road Design Reports, at 30% Design Development

8.6 *Flow Mitigation Alternative Evaluation and Documentation – Boeckman Creek*

Objective: Identify and evaluate alternatives for the hydraulic mitigation measures due to increased Boeckman Creek stream flow resulting from the removal of the flow control structure in Boeckman Creek upstream of Boeckman Road. Document the evaluation process, data resources, results of the hydraulic evaluation, and selection of preferred alternatives.

8.6.1 *Project Meetings*

- Facilitate kickoff meeting with City staff
- Facilitate biweekly project meetings
- Flow mitigation evaluation schedule

8.6.1 *Identify Potential Alternatives for Flow Mitigation*

Work with the City of Wilsonville (City) staff to develop a comprehensive list of potential upland alternatives to mitigate increases in flow. These upland alternatives may include the following:

- Retrofit the Library Pond
- Storage or detention at the Canyon Creek Park/BPA easement
- Retrofit of the Creek Side Apartment Pond
- Updated design standards
- Retrofit of the Mentor Graphics/Siemens ponds
- Retrofit of the Renaissance Pond

Work with City staff to develop a comprehensive list of instream alternatives to mitigate increases in flow which may include the following concepts: instream storage, maximizing the attenuation capacity of overbank areas, adding complexity to stream reaches, or stream realignment. The project area should be considered for instream mitigation. Strategies may include the selective placement or installation of the following:

- Beaver analogs
- Instream storage/flood plain storage
- Bank modification or layback
- Large woody debris

Facilitate two workshops lasting up to two (2) hours each to support the development of upland and instream alternatives. The first workshop will focus on the identification of locations and selection criteria for sites that will provide hydraulic mitigation. The second workshop will occur following Task 8.7.2 and preliminary scoring for each location. The second workshop will focus on determining which locations will be developed further into concepts and modeled.

A prioritization matrix will be developed to determine the feasible upland and instream alternatives that will be developed into concept design.

Develop a project description for each site that includes a concept design of each alternative. Up to eight (8) concept design/schematics will be developed sufficiently to enable evaluation via the InfoSWMM model. Concept design will include elements such as location, footprint, likely storage volume, catchment area, inlet/outlet locations, and any special accommodations.

8.6.2 Site Investigation and Survey Coordination

Consultant shall provide the following services:

- Site visit to each of the identified mitigation sites.
- Update alternative matrix with site visit notes and photos organized per site.
- Develop a plan for survey collection necessary to update the InfoSWMM model enabling a robust alternatives evaluation.

8.6.3 Alternative Evaluation

Consultant shall provide the following services:

- Update the InfoSWMM hydraulic model, previously developed by Brown & Caldwell to more accurately represent the creek system downstream of Boeckman Road. The update will include the Boeckman channel from Boeckman Road to the confluence with the

Willamette River.

- Evaluate each alternative identified in Task 8.7 using the updated InfoSWMM H/H model. Each alternative will be evaluated independently.
- Evaluation will result in refinement of the alternatives matrix to compare alternative results based on the model result values and percent change in discharge, water surface elevation and velocity.
- Refine a prioritization matrix of alternatives considering elements such as level of mitigation to Boeckman Creek flows, relative size, overall feasibility, relative anticipated cost, relative anticipated complexity, or others such as land acquisition.
- Evaluate a combination of alternatives based on individual results to determine group of alternatives that provide the highest mitigation. Up to four model runs will be evaluated with four different groups of alternatives.

8.6.4 Documentation

Consultant will prepare a technical memorandum (TM) to compile information used to evaluate the alternatives. The TM will include maps, tables and diagrams related to the hydraulic modeling effort and results. The prioritization methodology will be included along with the scoring of alternatives.

Assumptions:

- City will participate in the prioritization and scoring of alternatives via workshop number two.
- Up to eight upland mitigation alternatives will be evaluated utilizing the InfoSWMM model.
- City staff will provide input regarding mitigation alternative development.
- City will provide as-built, GIS or other necessary data for alternative evaluation.
- City will provide PDB team with one consolidated set of comments on the draft TM.
- Site visits to each of the identified mitigation sites will include up to two days for two PDB team staff to visit up to 10 locations.
- Meeting minutes will be provided in a standard format summarizing meeting discussion and action items.
- Project check in meetings will occur monthly, lasting one hour. Two PDB staff will participate.
- Project is anticipated to be ten months in duration.

Deliverables:

- Alternative matrix to include prioritization alternative scoring.
- Finalized alternative matrix with model results.
- Draft and final TM describing alternative identification, development, evaluation, and proposed solution to mitigate increase in flow.
- Meeting minutes
- Project schedule in MS Project

8.7 *Channel Alternative Evaluation and Documentation – Boeckman Creek*

Objective: Prepare a range of alternatives that address fish passage given site constraints and other project objectives. The outcome of this task will be selection of a preferred alternative.

8.7.1 Site Investigation and Survey Coordination

Prior to the on-site project kick-off meeting the PDB team will review existing data available for this reach provided by other team members. This will inform our site assessment and design approach.

PDB staff will conduct a detailed site assessment to identify and evaluate creek restoration and fish passage opportunities and constraints. A site-specific geomorphic assessment will be conducted within the vicinity of the project to understand the physical processes occurring at the site and how they may affect the restoration design.

The assessment will extend upstream and downstream of the project site to evaluate bank conditions, channel geometry, sediment transport regimes, instream habitat conditions and the condition of the riparian vegetation and existing wetlands.

This information will be used to assist in the design process to ensure that physical and biological site conditions are considered within the context of the design.

PDB staff will coordinate with the survey team prior to the survey occurring to ensure that the scope and resolution of the survey are sufficient to support the restoration design.

8.7.2 Alternatives Analysis for Creek Restoration

PDB staff will participate in up to two design meetings or workshops to brainstorm potential creek restoration alternatives that meet state and federal fish passage criteria while considering the constraints of the transportation design, trail, and wildlife elements.

8.7.3 Concept Drawings and Technical Memorandum for Creek Restoration

Based on the outcome of the meetings to identify a range of alternatives, the PDB team will prepare a set of drawings depicting the proposed alternatives in plan and profile with conceptual depictions of expected materials and restoration elements. Up to four alternatives will be depicted. A brief technical memorandum will be prepared describing each of the alternatives along with the pros and cons of how each alternative addresses long-term geomorphic stability and state and federal fish passage criteria.

Assumptions:

- Project constraints to be provided by other team members
- Up to 4 alternatives will be developed
- PDB staff will attend up to 2 meetings to develop and select a preferred alternative

Deliverables:

- Cross-section and profiles for a range of creek restoration alternatives
- Brief memorandum describing conceptual approach and expected performance

8.8 *Landscape Architecture*

This task includes conceptual design of landscape-related features in support of the alternatives analysis, coordination with the team, and production of sketch-level graphics to describe landscape-related features in the alternatives.

Support the team for the aesthetic design and consistency of architectural/gateway features at the bridge and roundabout, considering the City's aesthetic goals and existing architectural features along the corridor.

Develop alternatives for landscape-related features in the bridge area, including the trail, overlooks and other pedestrian facilities, the lower bridge walls that interface with the stream, and a regional stormwater facility.

Work with the design team to develop conceptual design alternatives for gateway features at the Canyon Creek Intersection, to fit the alternative intersection designs.

Deliverables:

- Bridge landscape-related features sketches
- Canyon Creek intersection alternatives sketches

TASK 9 SUBPROJECT 1 – EARLY WORK PACKAGE (EWP)

The purpose of this task is to complete the temporary signalization and intersection work 65th Ave and Stafford Road, and site clearing at Boeckman Creek and Boeckman Road, including design services for the Project that will be submitted as part of the alternatives analysis, 30% PS&E, 60% PS&E, GMP 1, and 100% PS&E design packages.

9.1 Temporary Tree Protection and Tree Removal Plan

This task includes preparation of temporary tree protection and tree removal plans and specifications for site clearing for the Boeckman Road corridor improvements and Boeckman Creek restoration. These plans will be based on the existing tree evaluation by the project arborist.

Deliverables:

- Temporary tree protection and tree removal plans and specifications

9.2 Temporary Traffic Signal and Signing Plan

Prepare temporary signal and advanced warning system plans and specifications at SW Stafford Road/SW 65th Avenue to accommodate traffic during temporary closure of Boeckman Road. This task will also include the signing modifications at the SW 65th Avenue/SW Elligsen Road intersection. Since the SW 65th Avenue/SW Elligsen Road intersection is under Washington County jurisdiction, the signing plan will need to be designed to their standards and approval. Signing and striping at the SW Stafford Road/SW 65th Avenue intersection will be designed to Clackamas County standards. The dynamic traffic signal head warning system will include underground conduit, flashers, and radar detection as directed by Clackamas County staff.

All traffic signal plans and specifications shall conform to Manual on Uniform Traffic Control Devices ("MUTCD"), Clackamas County, City of Wilsonville, and National Electric Code ("NEC") standards as applicable. Consultant shall coordinate with the utility for service connections.

Plans and specifications may include locating temporary pedestrian push buttons and asphalt landings. The implementation of pedestrian push buttons is dependent upon the County design exception process. At this time, the County Traffic Engineer does not desire push buttons to be installed as part of the temporary traffic signal.

Prepare a traffic signal cabinet print for the SW Stafford Road/SW 65th Avenue intersection based on ODOT and Clackamas County requirements. The proposed traffic signal cabinet print will identify components inside the controller cabinet required with the temporary traffic signal including new detection equipment.

Prepare fiber design plans to connect County overhead fiber running along Stafford Road to the proposed temporary traffic signal cabinet. Design will include Gator Patch cables between the existing fiber and the traffic signal cabinet and fiber switch. This task assumes County forces will provide the spicing needed for the traffic signal communication connection.

Deliverables/Schedule:

- Pre-Final Temporary Traffic Signal plans, advanced traffic signal warning system plan, traffic signal fiber plan, striping plan, signing plan, and specifications included in Pre-Final PS&E submittal.
- Final Temporary Traffic Signal plans, advanced traffic signal warning system plan, traffic signal fiber plan, striping plan, signing plan and specifications included in Final PS&E Package submittal.
- Draft and Final traffic signal cabinet print

9.3 *Roadway, Demolition and Clearing Plan*

Develop traffic control plans for roadside work.

Develop plans and specifications detailing minor paving and wall work at the intersection of 65th and Stafford as needed to accommodate installation of temporary signal and related infrastructure.

Develop Demolition Plans associated with removal of existing structures on the City owned property on the east side of Boeckman Creek and south of Boeckman Road.

Develop Clearing and Erosion and Sediment Control Plans and specifications covering early work areas.

Deliverables/Schedule:

- Plans and Special Provisions

9.4 *Guaranteed Maximum Price (GMP) Development*

Complete constructability, cost, and schedule reviews to develop a GMP proposal based upon current PS&E documents, typically assumed to be at an approximate 90% completion level. Complete risk reviews and provide a list of assumptions and clarifications made to inform the GMP development. If needed, develop a list of contingency items and costs for discussion with the City and OR.

When necessary, advertise necessary subcontracted work based upon the current PS&E documents for bidding. Provide subcontractor bidders clarifications through the bidding process. Provide and document the selection process and include in the GMP proposal. Conduct a pre-bid meeting/site visit with interested subcontractors.

Compile the subproject PS&E used to prepare the GMP, to be included as support for the GMP proposal.

If needed, prepare revisions and/or supporting information for to finalize the GMP proposal.

Deliverables/Schedule:

- Subcontractor procurement plan, including bid package break-out, bid package estimated value, advertisement date, bid date and time, pre-bid site visit time and date.
- Draft GMP document, to include narrative and assumptions, summary level GMP estimate, detail level GMP estimate, subproject schedule, risk register, cost management log, and contingency plans.
- Final GMP document, to include narrative and assumptions, summary level GMP estimate, detail level GMP estimate, subproject schedule, risk register, cost management log, and contingency plans.

Prepare for and attend meetings GMP review meeting. Prepare a meeting agenda and provide

draft meeting notes for each meeting, which will include draft action items and record of any decisions from the meetings. Prepare and maintain a Project Action Item/Decision Log to track action items and decisions discussed at Project meetings. Provide the draft summary notes to the City for review and distribution.

Assumptions:

- GMP review meetings will include the City and OR to review the GMP proposal, costs, assumptions, clarifications, and contingencies. For budgeting purposes, assume up to two meetings with up to six (6) team members to be held in the project office, for two (2) hours duration. The PDB team will provide the City and OR with an open book costing analysis.

Deliverables/Schedule:

- Provide meeting agenda electronically to the City PM two (2) business days prior to date of the meeting.
- Attendance and participation at the meeting as required by the City.
- Draft summary notes (including action item / decision log) within five (5) business days of meeting (1 electronic copy).

9.5 Quality Assurance/Quality Control (QA/QC)

Perform an internal QC Review prior to each plan review submittal. Coordinate and perform QC checks on plans, designs, and computations, and other deliverables. Coordinate between design disciplines so that the design is in conformance with applicable design standards and that prior review comments have been incorporated into the design.

Deliverables/Schedule:

- Quality control review checklist submitted with each major milestone deliverable (alternatives analysis, PER, 30%, 60%, GMP, and 100%)

9.6 Subproject Meetings

Prepare for and attend meetings as identified below. Prepare a meeting agenda and provide draft meeting notes for each meeting, which will include draft action items and record of any decisions from the meetings. Prepare and maintain a Project Action Item/Decision Log to track action items and decisions discussed at Project meetings. Provide the draft summary notes to the City for review and distribution. The following are anticipated meetings:

- Subproject workshops with City departments
- Milestone design review meetings

Assumptions:

- Prepare for and lead one (1) design workshop with City departments for subproject 1. For estimating purposes, it is assumed that up to four (6) PDB team staff shall attend the workshop and the meeting shall be (4) hours in length.
- Prepare for and lead up to (3) Design Review meetings. For estimating purposes, five (5) PDB team staff will be in attendance and the meetings will be two (2) hours long.

Deliverables/Schedule:

- Provide meeting agendas electronically to the City PM two (2) business days prior to date of the meetings.
- Attendance and participation at the meetings as required by the City.

- Draft summary notes (including action item / decision log) within five (5) business days of meeting (1 electronic copy).

9.7 Construction Documents

9.7.1 30% Design Development Plans

This task included preparation of 30% plans, special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to Alternatives Analysis review comments within fifteen (15) business days of receipt
- 30% Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- 30% Subproject Special Provisions Table of Contents in electronic format (MS Word)

9.7.2 60% Preliminary Designs, Plans, and Specifications

This task included preparation of 60% plans, updating special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to 30% plan review comments within fifteen (15) business days of receipt
- 60% Bridge and Retaining Wall Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- 60% Subproject Special Provisions in electronic format (MS Word)

9.7.3 GMP, Plans, and Specification

This task includes preparation of GMP plans, updating special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to 60% plan review comments within fifteen (15) business days of receipt
- GMP Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- GMP Subproject Special Provisions in electronic format (MS Word)

9.7.4 100% PS&E Package

This task includes preparation of 100% plans, updating special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to GMP plan review comments within fifteen (15) business days of receipt
- 100% Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- 100% Subproject Special Provisions in electronic format (MS Word)

9.8 Cost Estimate and Construction Schedule

This task includes preparing the quantity calculations and the cost estimate at each design

deliverable (30%, 60%, GMP, and 100%). The estimate shall be based on PDB construction costs and shared through an open-book process. Maintain backup data for costs and quantities.

Prepare a construction schedule, using the Critical Path Method (Primavera P6 and PDF format) that outlines the Project construction sequence and time frames. The schedule must include anticipated material lead times, Subproject milestones and anticipated construction phasing and staging.

Deliverables/Schedule:

- Cost Estimate to be included in 30%, 60%, GMP, and 100% deliverables.
- Construction Schedule to be included in 30% 60%, GMP, and 100% deliverables.

TASK 10 SUBPROJECT 2 – EAST END SEWER AND ROAD IMPROVEMENTS

The purpose of this task is to complete design services for subproject 2 including development of 30% PS&E, 60% PS&E, GMP PS&E, and 100% PS&E design packages.

10.1 Road Improvements

This task includes refining the alignment, profile, and cross-section for the selected alternative documented in the PER to 30%, 60%, GMP, and 100% designs.

Deliverables/Schedule:

- Roadway plans to be included as shown in the Design Plan List.

10.2 Structures

10.2.1 Retaining Systems

This task includes design of retaining systems and includes the following:

- Identify required height and location of retained soil from finalized roadway plan and profiles.
- Prepare plan and profile sheets and detail sheets

Assumptions*:*

- Up to four (4) walls shall be evaluated.
- Preliminary wall locations shall be visually evaluated by the project geotechnical engineer.

Deliverables:

- Retaining wall plans to be included in 30%, 60%, GMP, and 100% deliverables as shown in the Design Plan List.

10.3 Stormwater Management

10.3.1 Stormwater Management Design

This task includes design and preparation of documents for the stormwater management designs.

- Prepare the stormwater drainage plans and show stormwater drainage profiles on the roadway profile sheets.
- Prepare cross-section and access details for surface treatment/detention facilities, as

needed.
- Prepare the storm drainage details.
- Prepare the stormwater management report for the whole project (all phases).

Deliverables/Schedule:

– Drainage plans to be included as shown in the Design Plan List.

10.3.2 Erosion Control Plans

This task includes design and preparation of documents for erosion control plans.
Prepare the preliminary and final erosion control plans and details accounting for construction staging and phasing.

Deliverables:

– Erosion Control plans to be included as shown in the Design Plan List.

10.3.3 Stormwater Management Report

Provide a stormwater management report, for Subproject 2 and Subproject 3, outlining the stormwater management design for each design milestone: 60%, GMP, and 100%. For the report, the PDB team will use data and information collected from available mapping, site visits, and other available methods. The stormwater management report will be in accordance with the following design standards:

- City of Wilsonville Stormwater & Surface Water Design and Construction Standards
- The revised Standard Local Operating Procedures for Endangered Species to Administer Maintenance or Improvement of Stormwater, Transportation, and Utility Actions Authorized or Carried Out by the U.S. Army Corps of Engineers in Oregon

Deliverables/Schedule:

- 60% Stormwater Management Report to be submitted with the 60% Design, one (1) electronic copy
- GMP Stormwater Management Report to be submitted with the GMP, one (1) electronic copy
- Final Stormwater Management Report to be submitted with the 100% Design, one (1) electronic copy

10.3.4 Meridian Creek Culvert Replacement Plan

Develop 100 percent drawings and specifications for Boeckman Road culvert replacement at Meridian Creek. This will include the removal of the existing 18” culverts and installation of three 24” culverts with a revised alignment and extension on the downstream side to limit high water concerns with the adjacent structures. The design will rely on completed hydrologic and hydraulic modeling and previously developed fact sheet to inform design.

Activities include:

- Plan development including 30%, 60%, GMP and final drawings, and specifications for Meridian Creek culvert replacement.
- GMP plans will be developed for inclusion in the JPA permit submittal including cut/fill quantities, as needed.

10.3.4.1 Meridian Creek Design Meetings

- Facilitate kickoff meeting with City staff and roadway designers
- Facilitate monthly project meetings
- Meridian Creek design schedule

10.3.4.2 30% Design

- Develop construction plans to the 30% design level.
- Perform internal QC review of the 30% construction plans.
- Submit 30% design submittal to the City for review and comment.
- Conduct a virtual design review meeting (up to 2 hrs) with two PDB staff to discuss the City's review comments on the preliminary design documents.
- Coordinate plan development with the PDB team and incorporate necessary elements for Joint Permit Application (JPA). Elements will be incorporated into the 60% plan set.

10.3.4.3 60% Design and Specifications

- Address City review comments from 30% design submittal.
- Develop construction plans to the 60% design level. 60% design package will include elements necessary to inform the JPA submittal.
- Perform internal QC review of the 60% construction plans.
- Submit 60% design submittal to the City for review and comment.
- Conduct a virtual design review meeting (up to 2 hrs) with two PDB staff to discuss the City's review comments on the intermediate design documents.
- Coordinate with team to support JPA permitting. Prior to beginning this task, participate in a pre-permit videoconference with regulatory agency staff. At a minimum we anticipate involvement in a pre-proposal meeting and preparation of the cut-fill quantity estimates associated with submittal of a JPA.
- Develop specification and special provisions as needed.

10.3.4.4 GMP Plans and Specifications

- Address City review comments from 60% design submittal.
- Develop construction plans to the GMP level.
- Perform internal QC review of the GMP construction plans.
- Submit GMP submittal to the City for review and comment.
- Conduct a virtual design review meeting (up to 2 hrs) with two PDB staff to discuss the City's review comments on the intermediate design documents.
- Update specification and special provisions as needed per GMP plans.

10.3.4.5 Final (100%) Plans and Specifications

- Address City review comments from the GMP submittal.
- Advance construction plans to the 100% design level.
- Perform internal QC review of the final construction plans.
- Submit 100% design submittal to the City.
- Update specification and special provisions as needed per 100% plans.
- Prepare and deliver final stamped and signed construction plans and specifications.

Assumptions:

- Agenda and meeting minutes will be provided in a standard format summarizing meeting discussion and action items.
- Project check in meetings will occur monthly, lasting one hour. Two PDB staff will

participate.
- Project is anticipated to last eight months in duration.

Deliverables:

- Meeting agenda and minutes
- 30%, 60%, GMP, and final (100%) construction drawings.
- Specifications for 60%, GMP, and 100% construction drawings.
- AutoCAD files for final construction drawings
- Full and Half-size plans, stamped and signed as PDFs
- Project schedule in MS project

10.4 Utilities

10.4.1 Sanitary Sewer Plans

This task includes design and preparation of documents for the sanitary sewer plans. This project will install a new 18" sanitary sewer line and associated appurtenances in Boeckman Road from the existing sanitary sewer stub, located on the northwest corner of Stafford Road and Boeckman Road, to the east side of Boeckman Creek and will involve preparing plan and profile sheets.

Deliverables:

- Sanitary sewer plans to be included as shown in the Design Plan List.

10.4.2 Franchise Utility Undergrounding

This task includes design and preparation of documents for conduit and vaults to accommodate undergrounding of existing overhead utilities and incorporation of city fiber. Conduit runs and vault layouts will be defined by the utilities and documented in the project plans.

Deliverables:

- Utility underground plans and specifications

10.5 Traffic Engineering

10.5.1 Temporary Protection and Direction of Traffic (TP&DT)

This task includes design and preparation of TP&DT documents. While developing the TP&DT plans, the PDB team shall address the needs and control of the road users, motorists, bicyclists, pedestrians, and neighborhoods (cut-through traffic mitigation). The PDB team shall develop construction staging sequencing for each construction phase to maintain traffic through the Subproject corridor during construction. The plans will include, as applicable, construction signing, temporary alignments and surfaces, temporary striping, pavement markings, and barrier placement. The PDB team shall prepare and submit drawings that show conceptual construction sequence for the Subproject and identify potential impacts to ROW and utilities. The TP&DT plans will indicate lane lines, lane widths, lane drops, speed reductions, tapers, and turn movement arrows and storage at intersections.

Deliverables:

- Temporary traffic control plans to be as shown in the Design Plan List and Subtasks 10.7

10.5.2 Illumination, Signing, and Striping Plans

This task includes design and preparation of documents for the illumination, signing, and striping plans.

The sheets included at each deliverable stage shall be in accordance with City standards. Plans shall comply with the National Electrical Code, applicable State and local codes, American national Standard Practice for Roadway Lighting and Design Guide for Roundabout Lighting, the 2009 Edition of the FHWA Manual on Uniform Traffic Control Devices for Streets and Highways, and City standards. The following task items are included within these limits:

- Prepare signing plans for the subproject.
- Prepare striping plans for subproject.
- Prepare street lighting plans to City and PGE standards.

Deliverables:

- Illumination, striping and sign plans to be as shown in the Design Plan List.

10.6 Landscape Architecture

This task includes design and documentation of roadway landscape areas and site furnishings:

- Prepare planting and irrigation plans, details, and specifications, including for right-of-way planting and street trees, water quality facilities, restoration planting, and disturbed areas.
- Provide construction plans, details, and specifications for site furnishings and other pedestrian amenities (not including sidewalks, curb ramps, or lighting). Locations of wayfinding and interpretive features will be shown, but the design of those features is not part of this project.
- Landscape architecture support will be provided to assist the design team for:
    - Stormwater treatment via swales or stormwater planters
    - Conceptual layout and grading of pedestrian facilities
    - Selection of light fixtures to match aesthetic goals
- Prepare rendered graphics to illustrate the proposed improvements, including an overall plan view and an enlarged plan or perspective at a focus area with the roadway corridor. Two (2) rendered graphics will be provided for work within Subproject 2. The graphics produced for this task will be used, with minimal re-formatting, for the public outreach events in Task 5.

Assumption:

- Landscape architect shall coordinate with arborist and City staff to develop appropriate planting and irrigation design.

Deliverables/Schedule:

- Landscape architecture plans to be included as shown in the Design Plan List.
- Two (2) rendered graphics

10.7 Construction Documents

10.7.1 30% Design Development Plans

This task included preparation of 30% plans, updating special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to Alternatives Analysis review comments within fifteen (15) business days of receipt
- 30% Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- 30% Subproject Special Provisions Table of Contents in electronic format (MS Word)

10.7.2 *60% Preliminary Designs, Plans, and Specifications*

This task included preparation of 60% plans, updating special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to 30% plan review comments within fifteen (15) business days of receipt
- 60% Bridge and Retaining Wall Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- 60% Subproject Special Provisions in electronic format (MS Word)

10.7.3 *GMP, Plans, and Specification*

This task includes preparation of GMP plans, updating special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to 60% plan review comments within fifteen (15) business days of receipt
- GMP Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- GMP Subproject Special Provisions in electronic format (MS Word)

10.7.4 *100% PS&E Package*

This task includes preparation of 100% plans, updating special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to GMP plan review comments within fifteen (15) business days of receipt
- 100% Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- 100% Subproject Special Provisions in electronic format (MS Word)

Design Plan List

TITLE	30%	60%	GMP	100%
Cover Sheet and Index	X	X	X	X
Legend and Abbreviations		X	X	X
Construction Notes		X	X	X
Sheet Key Map and Survey Control		X	X	X
Pothole Information			X	X
Typical Sections	X	X	X	X
Roadway Details			X	X
Roadway Plan and Profiles	X	X	X	X
Drainage Details		X	X	X
Grading Details			X	X

Drainage Basins and Calculations		X	X	X
Drainage Notes		X	X	X
Demolition Plans and Details		X	X	X
TP&DT Plans and Details		X	X	X
Erosion Control Plans		X	X	X
Erosion Control Details			X	X
Signing and Striping Plans	X	X	X	X
Signing and Striping Details/Sign and Post Tables			X	X
Illumination Notes and Details			X	X
Illumination Plans		X	X	X
Stormwater Treatment Plans and Details		X	X	X
Pedestrian Amenity Plans		X	X	X
Pedestrian Amenity Details		X	X	X
Irrigation Plans		X	X	X
Irrigation Details		X	X	X
Planting Plans		X	X	X
Planting Details		X	X	X
Utility Plans		X	X	X
Utility Details			X	X
Waterline Plans	X	X	X	X
Waterline Details			X	X
Retaining Wall Details			X	X
Retaining Wall Plans	X	X	X	X

10.8 Cost Estimate and Construction Schedule

This task includes preparing the quantity calculations and the cost estimate at each design deliverable (30%, 60%, GMP, and 100%). The estimate shall be based on PDB construction costs and shared through an open-book process. Maintain backup data for costs and quantities.

Prepare a construction schedule, using the Critical Path Method (Primavera P6 and PDF format) that outlines the Project construction sequence and time frames. The schedule must include anticipated material lead times, Subproject milestones and anticipated construction phasing and staging.

Deliverables/Schedule:

- Cost Estimate to be included in 30%, 60%, GMP, and 100% deliverables.
- Construction Schedule to be included in 30% 60%, GMP, and 100% deliverables.

10.9 Guaranteed Maximum Price (GMP) Development

Complete constructability, cost, and schedule reviews to develop a GMP proposal based upon current PS&E documents, typically assumed to be at an approximate 90% completion level. Complete risk reviews and provide a list of assumptions and clarifications made to inform the GMP development. If needed, develop a list of contingency items and costs for discussion with the City and OR.

When necessary, advertise necessary subcontracted work based upon the current PS&E documents for bidding. Provide subcontractor bidders clarifications through the bidding process. Provide and document the selection process and include in the GMP proposal. Conduct a pre-bid meeting/site visit with interested subcontractors.

Compile the subproject PS&E used to prepare the GMP, to be included as support for the GMP proposal.

If needed, prepare revisions and/or supporting information for to finalize the GMP proposal.

Deliverables/Schedule:

- Subcontractor procurement plan, including bid package break-out, bid package estimated value, advertisement date, bid date and time, pre-bid site visit time and date.
- Draft GMP document, to include narrative and assumptions, summary level GMP estimate, detail level GMP estimate, subproject schedule, risk register, cost management log, and contingency plans.
- Final GMP document, to include narrative and assumptions, summary level GMP estimate, detail level GMP estimate, subproject schedule, risk register, cost management log, and contingency plans.

Prepare for and attend meetings GMP review meeting. Prepare a meeting agenda and provide draft meeting notes for each meeting, which will include draft action items and record of any decisions from the meetings. Prepare and maintain a Project Action Item/Decision Log to track action items and decisions discussed at Project meetings. Provide the draft summary notes to the City for review and distribution.

Assumptions:

- GMP review meetings will include the City and OR to review the GMP proposal, costs, assumptions, clarifications, and contingencies. For budgeting purposes, assume up to two meetings with up to six (6) team members to be held in the project office, for two (2) hours duration. The PDB team will provide the City and OR with an open book costing analysis.

Deliverables/Schedule:

- Provide meeting agenda electronically to the City PM two (2) business days prior to date of the meeting.
- Attend and participation at the meeting as required by the City.
- Draft summary notes (including action item / decision log) within five (5) business days of meeting (1 electronic copy).

10.10 Quality Assurance/Quality Control (QA/QC)

Perform an internal QC Review prior to each plan review submittal. Coordinate and perform QC checks on plans, designs and computations, estimates, and other deliverables. Coordinate between design disciplines so that the design is in conformance with applicable design standards and that prior review comments have been incorporated into the design.

Deliverables/Schedule:

- Quality control review checklist submitted with each major milestone deliverable (alternatives analysis, PER, 30%, 60%, GMP, and 100%)

10.11 Subproject Meetings

Prepare for and attend meetings as identified below. Prepare a meeting agenda and provide draft meeting notes for each meeting, which will include draft action items and record of any decisions from the meetings. Prepare and maintain a Project Action Item/Decision Log to track action items and decisions discussed at Project meetings. Provide the draft summary notes to the City for review and distribution. The following are anticipated meetings:

- Subproject workshops with City departments
- Milestone design review meetings

Assumptions:

- Prepare for and lead one (1) design workshop with City departments for subproject 2. For estimating purposes, it is assumed that up to six (6) PDB team staff shall attend the workshop and the meeting shall be four (4) hours in length.
- Prepare for and lead up to (4) Design Review meetings at each level of completion. For estimating purposes, six (6) PDB team staff will be in attendance and the meetings will be two (2) hours long.

Deliverables/Schedule:

- Provide meeting agendas electronically to the City PM two (2) business days prior to date of the meetings.
- Attend and participation at the meetings as required by the City.
- Draft summary notes (including action item / decision log) within five (5) business days of meeting (1 electronic copy)

TASK 11 SUBPROJECT 3 – BRIDGE, CANYON CREEK RD. INTERSECTION AND STREAM RESTORATION

The purpose of this task is to complete design services for subproject 3 including development of 30% PS&E, 60% PS&E, GMP, and 100% PS&E design packages.

Work under this Task assumes the selection of preferred alternatives in Task 8 that include:

- Selection of a single span bridge. If a multi span bridge is selected as the preferred alternative, additional services will be required.
- Selection of a signalized intersection control at Canyon Creek Road / Boeckman Road intersection. Selection of a roundabout as the preferred alternative will require additional services as defined in Task 14.

Design of downstream mitigation beyond the project limits defined in the attached project area map are not included in this scope of work. Following completion of the alternatives analysis, when the needed downstream mitigation measures have been identified, design and permitting for those improvements may be incorporated into this project through an amendment.

11.1 Roadway Improvements

11.1.1 Roadway Design

This task includes refining the alignment, profile, and cross-section for the selected alternative documented in the PER to 30%, 60%, GMP, and 100% designs.

Deliverables/Schedule:

- Roadway plans to be included as shown in the Design Plan List.

11.1.2 Canyon Creek Rd. Intersection Design

This task includes refining the geometry, entry alignments, profiles, multimodal facilities, performance analysis and cross-sections for the selected alternative documented in the PER to

30%, 60%, GMP, and 100% designs.

11.2 Structures

Bridge and structure design services in this task will be completed in accordance with the current 2022 Oregon Department of Transportation (ODOT) Bridge Design and Drafting Manual, and AASHTO LRFD 9th Edition.

11.2.1 Retaining Systems

This task includes retaining systems designs and the following:

- Identify required height and location of retained soil from finalized roadway plan and profiles.
- Review potential impacts and develop modifications (if, necessary) to the existing retaining walls at the back of the lots located on Bouchaine Court.
- Prepare plan and profile sheets and detail sheets

Assumptions*:*

- Up to two (2) walls shall be evaluated.
- Preliminary wall locations shall be visually evaluated by the project Geotechnical Engineer.

Deliverables/Schedule:

- Retaining wall plans to be included as shown in the Design Plan List.

11.2.2 Bridge

The purpose of this subtask is to complete bridge and structures design work for a new Boeckman Road bridge over Boeckman Creek between SW Canyon Creek Road and SW Laurel Glen Street based upon the selected alternative.

Following Alternative Analysis, for the preferred alternative prepare structural analysis calculations and prepare construction plans, and specifications for 30%, 60%, GMP, and 100% submittals. For the purposes of scoping the bridge is assumed to be a single-span prestressed concrete bridge, with approximately one hundred and ten (110) feet clear span length, supported on GRS-IBS walls, with MSE walls supporting the approaches. Permanent tied-back soldier pile walls with concrete facing will be used to remove the existing culvert and restore the creek. Architectural treatments to the bridge and walls are assumed to be railing treatments and pillars as outlined in the Frog Pond West Master Plan and texture treatments to discourage graffiti and enhance user experiences.

Deliverables/Schedule:

- Bridge plans to be included in 30%, 60%, GMP, and 100% deliverables as shown in the Design Plan List..

11.3 Stormwater Management

11.3.1 Stormwater Management Design

This task includes design and preparation of stormwater management design documents conforming with City of Wilsonville Public Works Construction Standards using the City's BMP Sizing Tool.

- Prepare the stormwater drainage plans and show stormwater drainage profiles on the

roadway profile sheets.
- Prepare cross-section and access details for surface treatment/detention facilities, as needed.
- Prepare the storm drainage details.

Deliverables/Schedule:

– Drainage plans to be included as shown in the Design Plan List

11.3.2 Erosion Control Plans

This task includes design and preparation of erosion control documents for the 30%, 60%, GMP, and 100% submittals as shown in the Design Plan List.

Prepare the preliminary and final erosion control plans and details considering construction staging and phasing.

11.3.3 Stormwater Management Report

The stormwater management report prepared and submitted for Task 10.3.3 will cover Subproject 2 and Subproject 3. No additional report or submittal will be provided for Subproject 3.

11.3.4 Channel Restoration and Fish Passage Design

Develop construction-ready engineering drawings and technical specifications for removal of the existing flow control structure and the channel restoration within the project limits that meets fish passage requirements.

Activities included as a part of this task are listed below:

- Development of drawings and specifications for channel restoration and fish passage for the preferred alternative. Plans will include 30, 60, 90 percent, and final plans, and specifications for channel restoration and fish passage.
- 60 percent plans will be developed for inclusion in the JPA permit submittal including cut/full quantities and fish passage
- Development of a 2-dimensional HEC-RAS model for the proposed design to support development of the engineering design and to confirm that the design meets state and federal fish passage requirements.
- Draft and Final basis of design report

Deliverables/Schedule:

Drainage plans to be included as shown in the Design Plan List

11.3.4.1 30% Design for Creek Restoration

The PDB team will lead the development of the in-channel portion of the 30% Plans for the preferred alternative. The concept level drawings will be sufficiently accurate and complete to determine project layout, impacts, opportunities, constraints, and material quantities. The drawings will serve as a basis for preliminary hydraulic modeling. Information to be provided on the Drawings will include:

- Site topography and grading plan, identifying ground disturbance and vegetation removal;
- Site overview;
- Typical details, cross sections and profiles;
- Location of relevant structures, streams, and roads

- Location of easements or other restrictions (to be provided by others), and
- Limits of disturbance, including temporary access, staging areas, and disposal sites for materials.

11.3.4.2 Proposed Conditions Hydraulic Modeling

Utilizing the topographic surface provided by other project team members, the PDB team will prepare a two-dimensional (2D) hydraulic model of the project site in HEC-RAS. The hydraulic model will establish boundary conditions upstream and downstream of the project area, outside of the influence of project area. Peak flow values for a range of recurrence intervals, which will likely include the 2-year, 10-year, 50-year, and 100-year, will be input to the model. Existing hydrology developed for Boeckman Creek by Brown and Caldwell will be used in the analysis, The hydraulic model will assist us in estimating hydraulic parameters such as velocity and depth and provide engineering design criteria to determine rock sizing for the use of Engineered Streambed Material. The model will also be used to support design of any additional habitat elements, channel stabilization measures, and to support discussions with ODFW fish passage coordinator. The results will inform our design approach a description of the methods, results, and conclusions incorporated into the Basis of Design Report.

11.3.4.3 60% Design and Preliminary Basis of Design Report

The PDB team will prepare and submit draft and final 60% plans. The draft 60% plans will be reviewed with comments discussed within an online forum. The PDB team will produce a PowerPoint presentation to facilitate discussion. Comments will be addressed in the final 60% designs, as appropriate. In addition, the PDB team will submit a preliminary basis of design memorandum to support the permitting process.

The 60% drawings will be sufficiently accurate and complete to determine project layout, impacts, opportunities, constraints, and quantities. Typically, the 60% Drawings will be suitable to serve as a basis for permit applications. Items to be shown on the Drawings include:

- Title Sheet and Location Map
- Existing site topography
- Proposed Site Improvements
- Typical cross sections
- Quantities & materials
- Limits of disturbance
- General Notes
- Typical details for key project features
- Diversion and Dewatering plan (as necessary)
- Erosion Control and Construction BMP’s

11.3.4.4 Permitting Support

Some of the necessary permitting activities are unknown currently, and for the current scope of work we have assumed the most likely requirements based on projects of a similar scope and scale. Prior to beginning this task, the PDB staff will participate in a pre-permit videoconference with regulatory agency staff. At a minimum we anticipate involvement in a pre-proposal meeting and preparation of the cut-fill quantity estimates associated with submittal of a Joint Permit Application and ODFW fish passage review.

11.3.4.5 GMP Plans and Specifications

The PDB team will review comments received from the Project Team, the permitting agencies, and other project stakeholders on the 60% Drawings and will incorporate revisions into the GMP plans, where appropriate. The GMP Plans will be at a suitable, at a draft level to competitively bid and construct the project. Technical specifications will be prepared for the creek restoration elements and coordinated with other project team members, as necessary. The PDB team will make any updates, as needed to the preliminary basis of design report and submit a final basis of design report.

11.3.4.6 Final (100%) Plans and Specifications

Comments received on the GMP plans, and technical specifications will be reviewed and incorporated, where appropriate, into the 100% plans, and specifications.

Assumptions:

- A preferred alternative will be selected prior to commencing with this task
- Coordination meetings will be virtual and on site as needed
- Flow input for the HEC RAS model will be sourced from the existing and calibrated InfoSWMM model.

Deliverables/Schedule:

- Coordination meeting participation
- 30, 60, 90, and 100 percent plans for channel restoration
- Draft and Final Basis of Design Report

11.4 Utilities

11.4.1 Water Plans

This task includes design and preparation of documents for the 30%, 60%, GMP, and 100% submittals. This subproject will install a new water line and associated appurtenances across the creek and will involve preparing plan and profile sheets for the crossing.

Assumption:

- The waterline will be hung on the proposed bridge.

Deliverables/Schedule:

- Waterline plans to be included in 30%, 60%, GMP, and 100% deliverables as shown in the Design Plan List.

11.4.2 Franchise Utility Undergrounding

This task includes design and preparation of documents for conduit and vaults to accommodate undergrounding of existing overhead utilities and incorporation of city fiber. Conduit runs and vault layouts will be defined by the utilities and documented in the project plans.

Deliverables:

- Utility underground plans and specifications

11.5 Traffic Engineering

11.5.1 Temporary Protection and Direction of Traffic (TP&DT)

This task includes design and preparation of TP&DT documents.

While developing the TP&DT plans, the PDB team shall address the needs and control of the road users, motorists, bicyclists, pedestrians and neighborhoods (cut-through traffic mitigation). The PDB team shall develop construction staging sequencing for each construction phase to maintain traffic through the Subproject corridor during construction. The PDB team shall develop traffic detour plans for the temporary closure of Boeckman Road. The plans will include, as applicable, construction signing, temporary alignments and surfaces, temporary striping, pavement markings, and barrier placement. The PDB team shall prepare and submit drawings that show conceptual construction sequence for the Subproject and identify potential impacts to ROW and utilities. The TP&DT plans will indicate lane lines, lane widths, lane drops, speed reductions, tapers, and turn movement arrows and storage at intersections.

Deliverables:

- Temporary traffic control plans to be as shown in the Design Plan List

11.5.2 Illumination, Signing and Striping Plans

This task includes design and preparation of illumination, signing, and striping documents.

The sheets included at each deliverable stage shall be in accordance with City standards. Plans shall comply with the National Electrical Code, applicable State and local codes, American national Standard Practice for Roadway Lighting and Design Guide for Roundabout Lighting, the 2009 Edition of the FHWA Manual on Uniform Traffic Control Devices for Streets and Highways, and City standards. The following task items are included within these limits:

- Prepare signing plans for the subproject.
- Prepare striping plans for subproject.
- Prepare street lighting plans to City and PGE standards.

Deliverables/Schedule:

- Illumination, striping and sign plans to be included as shown in the Design Plan List

11.5.3 Signal Plans

The sheets included at each deliverable stage shall be in accordance with City standards. Plans shall comply with the National Electrical Code, applicable State and local codes, the 2009 Edition of the FHWA Manual on Uniform Traffic Control Devices for Streets and Highways, and Clackamas County traffic signal standards. The following task items are included within these limits:

- Develop the traffic signal plan sheets (including legend, signal plan, interconnect plan, utility plan and associated details) at the intersection.
- Prepare signal cabinet prints for submittal with the final plans.
- Prepare street lighting plans to City and PPL standards.

Deliverables/Schedule:

- Signal plans to be included in 30%, 60%, GMP, and 100% deliverables as shown in the Design Plan List.

11.6 Landscape Architecture

This task includes design and documentation of landscape areas, specialty pedestrian paving, pedestrian guardrails, site furnishings, and gateway/monument features.

- Prepare planting and irrigation plans, details, and specifications, including for roadway planting and street trees, the trail underpass area, vegetated wall systems, disturbed areas, water quality facilities, stream restoration, (including riparian and upland areas) and vegetated corridor enhancement.
- Provide construction plans, details, and specifications for non-sidewalk pedestrian paving such as trail connections and overlooks, associated guardrails, and site furnishings (not including lighting). Locations of wayfinding and interpretive features will be shown, but the design of those features is not part of this project.
- Provide construction plans, details, and specifications for gateway features, in coordination with the structural engineer.
- Landscape architecture support will be provided to assist the design team for:
    - Aesthetic design and consistency of architectural features and gateway features at the bridge, considering the City's aesthetic goals and existing architectural features along the corridor.
    - Stormwater treatment via swales, stormwater planters, or biofiltration ponds.
    - Conceptual layout and grading of pedestrian facilities.
    - Selection of light fixtures to match aesthetic goals.
- Prepare rendered graphics to illustrate the proposed improvements, including overall plan views and enlarged plans or perspectives at focus areas. Four (4) rendered graphics will be provided for work within Subproject 3. The graphics produced for this task will be used, with minimal re-formatting, for the public outreach events in Task 5.

11.6.1 Streetscape: design and document planting, irrigation, and site furnishings for roadway areas including right-of-way water quality facilities.

11.6.2 Bridge and trails: design and document planting, irrigation, and site furnishings for the bridge area including overlooks, pedestrian guardrails, and green walls. Includes conceptual layout and grading of the trail.

11.6.3 Stream restoration and regional stormwater facility: design and document planting and irrigation for these areas.

11.6.4 Gateway features: design and document gateway features and related hardscape at the Canyon Creek Rd intersection.

Assumption:

- Landscape architect shall coordinate with arborist and City staff to develop appropriate planting and irrigation design.

Deliverables/Schedule:

- Landscape architecture and irrigation plans to be included as shown in the Design Plan List.
- Four (4) rendered graphics

11.7 Construction Documents

11.7.1 30% Design Construction Plans

This task included preparation of 30% plans, updating special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to alternatives analysis review comments within fifteen (15) business days of receipt
- 30% Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- 30% Subproject Special Provisions Table of Contents in electronic format (MS Word)

11.7.2 60% Preliminary Designs, Plans, and Specifications

This task included preparation of 60% plans, updating special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to 30% plan review comments within fifteen (15) business days of receipt
- 60% Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- 60% Subproject Special Provisions in electronic format (MS Word)

11.7.3 60% Preliminary Designs, Plans, and Specifications

This task included preparation of GMP plans, updating special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to 60% plan review comments within fifteen (15) business days of receipt
- GMP Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- GMP Subproject Special Provisions in electronic format (MS Word)

11.7.4 100% Plans, and Specifications Package

This task included preparation of 100% plans, updating special provisions, and addressing and incorporating comments from previous reviews.

Deliverables/Schedule:

- Written response to GMP plan review comments within fifteen (15) days of receipt.
- Final Plans in electronic format (PDF) and ten (10) 11”x17” paper copies
- Final Subproject Special Provisions in electronic format (MS Word)

Subproject 3 - Roadway and Stream Restoration Design Plan List

TITLE	30%	60%	GMP	100%
Cover Sheet and Index	X	X	X	X
Legend and Abbreviations		X	X	X
Construction Notes		X	X	X
Sheet Key Map and Survey Control		X	X	X
Pothole Information			X	X
Typical Sections	X	X	X	X
Roundabout Details			X	X
Roundabout Plan and Profiles	X	X	X	X
Boeckman & Canyon Creek Intersection	X	X	X	X
Roadway Details		X	X	X
Roadway Plan and Profiles	X	X	X	X
Concrete Jointing Plan		X	X	X
Grading Details		X	X	X
Demolition Plans and Details		X	X	X
Erosion Control Plan		X	X	X
Signal Legend				
Signal Plan				
Detector Plan				
Signal Details				
Drainage Details		X	X	X
Grading Details			X	X
Drainage Basins and Calculations		X	X	X
Drainage Notes		X	X	X
Demolition Plans and Details		X	X	X
TP&DT Plans and Details		X	X	X
Erosion Control Plans		X	X	X
Erosion Control Details			X	X
Signing and Striping Plans	X	X	X	X
Signing and Striping Details/Sign and Post Tables			X	X
Illumination Notes and Details			X	X
Illumination Plans		X	X	X
Stormwater Treatment Plans and Details		X	X	X
Pedestrian Amenity Plans		X	X	X
Pedestrian Amenity Details		X	X	X
Irrigation Plans		X	X	X
Irrigation Details		X	X	X
Planting Plans		X	X	X
Planting Details		X	X	X
Utility Plans		X	X	X
Utility Details			X	X
Waterline Plans	X	X	X	X
Waterline Details			X	X

Subproject 3 Bridge Design Plan List

TITLE	30%	60%	GMP	100%
Plan and Elevation	X	X	X	X
General Notes	X	X	X	X
Foundation Data	X	X	X	X
Foundation Plan	X	X	X	X
Deck Plan		X	X	X
Typical Sections	X	X	X	X
Girder Details		X	X	X
Bent 1 Details - 1	X	X	X	X
Bent 1 Details - 2			X	X
Bent 2 Details - 1	X	X	X	X
Bent 2 Details - 2			X	X
Bridge Rail Details - 1	X	X	X	X
Bridge Rail Details - 2			X	X
Utility Hanger Details	X	X	X	X
Miscellaneous Details	X	X	X	X
Soldier Pile Wall Plan and Elevation - 1	X	X	X	X
Soldier Pile Wall Plan and Elevation – 2	X	X	X	X
Wall General Notes	X	X	X	X
Foundation Data	X	X	X	X
GRS-IBS Wall Details - 1	X	X	X	X
GRS-IBS Wall Details - 2			X	X
MSE Wall Details – 1	X	X	X	X
MSE Wall Details – 2			X	X
Soldier Pile Wall Details - 1	X	X	X	X
Soldier Pile Wall Details - 2		X	X	X
Soldier Pile Wall Details - 3			X	X
Soldier Pile Wall Details - 4			X	X

11.8 Cost Estimate and Construction Schedule

This task includes preparing the quantity calculations and the cost estimate at each design deliverable (30%, 60%, GMP, and 100%). The estimate shall be based on PDB team construction costs and shared through an open-book process. Maintain backup data for costs and quantities. Prepare a construction schedule, using the Critical Path Method (Primavera P6 and PDF format) that outlines the Subproject construction sequence and time frames. The schedule must include anticipated material lead times, Subproject milestones, and anticipated construction phasing and staging.

Deliverables/Schedule:

- Cost Estimate to be included in 30%, 60%, GMP, and 100% deliverables
- Construction Schedule to be included in 30%, 60%, GMP, and 100% deliverables

11.9 Guaranteed Maximum Price (GMP) Negotiations

Complete constructability, cost, and schedule reviews to develop a GMP proposal based upon current PS&E documents, typically assumed to be at an approximate 90% completion level. Complete risk reviews and provide a list of assumptions and clarifications made to inform the GMP development. If needed, develop a list of contingency items and costs for discussion with the City and OR.

When necessary, advertise necessary subcontracted work based upon the current PS&E documents for bidding. Provide subcontractor bidders clarifications through the bidding process. Provide and document the selection process and include in the GMP proposal. Conduct a pre-bid meeting/site visit with interested subcontractors.

Compile the subproject PS&E used to prepare the GMP, to be included as support for the GMP proposal.

If needed, prepare revisions and/or supporting information for to finalize the GMP proposal.

Deliverables/Schedule:

- Subcontractor procurement plan, including bid package break-out, bid package estimated value, advertisement date, bid date and time, and pre-bid site visit time and date.
- Draft GMP document, to include narrative and assumptions, summary level GMP estimate, detail level GMP estimate, subproject schedule, risk register, cost management log, and contingency plans.
- Final GMP document, to include narrative and assumptions, summary level GMP estimate, detail level GMP estimate, subproject schedule, risk register, cost management log, and contingency plans.

Prepare for and attend GMP review meeting. Prepare a meeting agenda and provide draft meeting notes for each meeting, which will include draft action items and record of any decisions from the meetings. Prepare and maintain a Project Action Item/Decision Log to track action items and decisions discussed at Project meetings. Provide the draft summary notes to the City for review and distribution.

Assumptions:

- GMP review meetings will include the City and OR to review the GMP proposal, costs, assumptions, clarifications, and contingencies. For budgeting purposes, assume up to two meetings with up to six (6) team members to be held in the project office, for two (2) hours duration. The PDB team will provide the City and OR with an open book costing analysis.

Deliverables/Schedule:

- Provide meeting agenda electronically to the City PM two (2) business days prior to date of the meeting
- Attend and participation at the meeting as required by the City;
- Draft summary notes (including action item / decision log) within five (5) business days of

meeting (1 electronic copy)

11.10 Quality Assurance/Quality Control (QA/QC)

Perform an internal quality control (QC) Review prior to each plan review submittal. Coordinate and perform QC checks on plans, designs and computations, estimates, and other deliverables. Coordinate between design disciplines so that the design is in conformance with applicable design standards and that prior review comments have been incorporated into the design.

Deliverables/Schedule:

- Quality control review checklist submitted with each major milestone deliverable (Alternatives Analysis, PER, 30%, 60%, GMP, and 100%)

11.11 Subproject Meetings

Prepare for and attend meetings as identified below. Prepare a meeting agenda and provide draft meeting notes for each meeting, which will include draft action items and record of any decisions from the meetings. Prepare and maintain a Project Action Item/Decision Log to track action items and decisions discussed at Project meetings. Provide the draft summary notes to the City for review and distribution. The following are anticipated meetings:

- Subproject workshops with City departments.
- Milestone design review meetings.

Assumptions:

- Prepare for and lead one (1) design workshop with City departments for subproject 3. For estimating purposes, it is assumed that up to four (4) PDB team staff shall attend the workshop and the meeting shall be four (4) hours in length.
- Prepare for and lead up to (4) Design Review meetings at each level of completion. For estimating purposes, five (5) PDB team staff will be in attendance and the meetings will be two (2) hours long.

Deliverables/Schedule:

- Provide meeting agendas electronically to the City PM two (2) business days prior to date of the meetings.
- Attend and participation at the meetings as required by the City.
- Draft summary notes (including action item / decision log) within five (5) business days of meeting (1 electronic copy).

TASK 12 RESERVED

TASK 13 RESERVED

TASK 14 SUBPROJECT 3 ALTERNATIVE INTERSECTION DESIGN (CONTINGENCY)

The purpose of this task is to provide additional design services associated with the selection of the roundabout alternative as the preferred alternative for the treatment of the intersection of Canyon Creek Road and Boeckman Road. Work under this contingency task will not be allowed without written approval from the owner.

14.1 Roadway Improvements

This task includes refining the alignment, profile, and cross-section for the roundabout alternative documented in the PER to 30%, 60%, GMP, and 100% designs.

Deliverables/Schedule:

- Roadway plans to be included as shown in the Design Plan List

14.2 Structures

14.3 Stormwater Management

14.4 Utilities

14.5 Traffic Engineering

- *Temporary Protection and Direction of Traffic (TP&DT)*

  This task includes supplemental design and preparation of TP&DT documents associated with the roundabout construction.

  While developing the TP&DT plans, the PDB team shall address the needs and control of the road users, motorists, bicyclists, pedestrians and neighborhoods (cut—through traffic mitigation). The PDB team shall develop construction staging sequencing for each construction phase to maintain traffic through the intersection during construction. The plans will include, as applicable, construction signing, temporary alignments and surfaces, temporary striping, pavement markings, and barrier placement. The PDB team shall prepare and submit drawings that show conceptual construction sequence for the roundabout and identify potential impacts to ROW and utilities. The TP&DT plans will indicate lane lines, lane widths, lane drops, speed reductions, tapers, and turn movement arrows and storage at intersections.

  Deliverables:

  - Temporary traffic control plans to be as shown in the Design Plan List

- *Illumination, Signing and Striping Plans*

  This task includes design and preparation of illumination, signing, and striping documents for the roundabout.

  The sheets included at each deliverable stage shall be in accordance with City standards. Plans shall comply with the National Electrical Code, applicable State and local codes, American national Standard Practice for Roadway Lighting and Design Guide for Roundabout Lighting, the 2009 Edition of the FHWA Manual on Uniform Traffic Control Devices for Streets and Highways, and City standards. The following task items are included within these limits:

  - Prepare signing plans for the roundabout.
  - Prepare striping plans for roundabout.
  - Prepare street lighting plans to City and PGE standards.

  Deliverables/Schedule:

  - Illumination, striping, and sign plans to be included as shown in the Design Plan List

14.6 Landscape Architecture

This task includes design and documentation of additional landscape areas for a roundabout intersection including the central island and roundabout perimeter. The typical streetscape associated with a standard intersection, and design of gateway features are included in Task 11.

- Prepare planting and irrigation plans, details, and specifications, for additional landscape areas in the roundabout design for the Canyon Creek Rd. intersection.

14.7 Construction Documents

Subproject 3 - Roundabout Design Plan List (CONTINGENCY)

TITLE	No. of Sheets	30%	60%	GMP	100%
Typical Sections	3	X	X	X	X
Roadway Details	2			X	X
Roadway Plan and Profiles	4	X	X	X	X
Horizontal & Vertical Control Plan	8		X	X	X
Grading Details	3			X	X
Concrete Jointing Plan	3				
Demolition Plans and Details	3		X	X	X
TP&DT Plans and Details	16		X	X	X
Erosion Control Plans	3		X	X	X
Signing and Striping Plans	3	X	X	X	X
Signing and Striping Details/Sign and Post Tables	1			X	X
Illumination Plans	3		X	X	X
Stormwater Treatment Plans and Details			X	X	X

TASK 15 GENERAL SERVICES (CONTINGENCY)

Objectives:

Given the unknowns for project execution (such as the number of meetings, yet-to-be defined requirements for sidewalk connections and extensions, possible revised schedule and revisions to design scope after completion of the PER, general unknowns related to this type of project), we have provided additional items for consideration that could be used by the Project if approved. The items listed below, with their ultimate hour and budget estimates, will require written approval by the City's PM.

15.1 Additional SHPO Permit (Contingency)

In the event that an archaeological site is likely on the lands of more than one public landowner, public lands within the project APE have a high probability of having an archaeological site, consultant would prepare a second SHPO permit application with a work plan for archaeological survey on public lands. Permit obligations include artifact collection, cataloging, and photo documentation of artifacts that will be curated at the Oregon Museum of Natural and Cultural History.

Assumptions:

- Up to 10 artifacts would be collected and curated under permit from SHPO.

Deliverables/Schedule:

- Draft permit work plan to be provided to client for review within two weeks of contingency task approval
- Final permit application to be submitted to SHPO within two business days of receiving client review comments.
- SHPO review period is anticipated to be 45 days from submittal of permit application.
- The results of the work under SHPO permit would be included in the combined cultural resource survey report.

15.2 Additional Cultural Resource Survey (Contingency)

It is assumed above that the USACE will not take jurisdiction over the entire project area. In the event that the entire project is under USACE jurisdiction, additional cultural resource survey work would be needed. Up to 33 additional shovel tests would be excavated, and one additional archaeological site would be found. Up to 10 additional historic resources would be recorded on Section 106 forms. One of these resources, the Frog Pond Church, is assumed to be eligible for listing in the National Register of Historic Places. It is assumed that the project can avoid adverse effects on the historic church property, but the consultant would need to evaluate the significance and integrity of the property and assess project effects for review by the USACE and SHPO.

The effort under this contingency task may also be needed if the City chooses to conduct a full cultural resource survey for areas that will not be reviewed by the USACE, in order to avoid adversely impacting unrecorded resources during construction.

Assumptions:

- Up to 33 additional shovel tests would be excavated.
- One additional archaeological site would be found and documented on a SHPO form.
- Up to 10 additional historic resources would be recorded on Section 106 forms.
- The project can avoid adverse effects on significant historic or archaeological resources.

Deliverables/Schedule:

- The results of the work under this contingency would be included in the combined cultural resource survey report.
- One additional SHPO archaeological site form would be appended to the combined report
- 10 additional Section 106 forms for historic resources would be appended to the combined report; a database may be used instead of forms if SHPO concurs that it is appropriate
- The significance and integrity of the Frog Pond Church would be evaluated. Consultant will include an assessment of project effects in the combined report.

15.3 Geotechnical Data Analysis (Contingency)

Provide a site-specific site response analysis per AASHTO LRFD section 3.10.3.1, if the on-site soils are identified as “Site Class F”.

Deliverables/Schedule:

- Site-specific site response analysis

15.4 Geotechnical Supplemental Soil Borings (Contingency)

If due to site access, unanticipated subsurface conditions or changes in the project design, there arises a need to gather more data for engineering design, two supplemental borings will be completed to depths of up to 70 feet bgs or to practical refusal, whichever is shallower. The locations of these borings will be determined based on project needs. These borings will be completed using truck or track mounted drilling equipment depending on the location. Samples collected during drilling of the supplemental borings will be transported to our laboratory to perform testing to characterize the subgrade and surface conditions and to develop engineering soil parameters. The borings and subsequent laboratory testing will not be completed without authorization from the project owner.

City of Wilsonville - Boeckman Road Corridor Progressive Design Build

Sundt/Tapani Joint Venture

5/23/2022

In Association with KPFF

Non-Contingency Tasks	Labor & Expenses by Firm																
	TSJV	KPFF Civil	KPFF Survey	KPFF Structural	AINW	A2	Brown and Caldwell	GRI	GreenWorks	Hart Crowser	IML Services	Kittelson	DKS	Morgan Holen & Associates	Pacific Habitat Services, Inc.	Waterways	Subtotal
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION	$ 236,232	$ 198,447	$ -	$ 57,550	$ 2,784	$ 12,054	$ 29,428	$ 2,974	$ 12,686	$ 10,490	$ 11,057	$ 27,801	$ 3,705	$ -	$ 16,721	$ 9,245	$ 631,173
TASK 2 – SURVEY	$ -	$ -	$ 383,367	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 383,367
TASK 3 – ENVIRONMENTAL SERVICES	$ -	$ 1,869	$ -	$ -	$ 54,832	$ -	$ -	$ -	$ 573	$ -	$ -	$ -	$ -	$ 38,920	$ 150,587	$ -	$ 246,781
TASK 4 – PERMITTING ASSISTANCE	$ -	$ 16,393	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,533	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,926
TASK 5 – PUBLIC INVOLVEMENT ASSISTANCE	$ 11,650	$ 18,625	$ -	$ 5,438	$ -	$ 3,671	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 39,383
TASK 6 – UTILITY COORDINATION	$ 67,588	$ 7,681	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 74,739	$ -	$ -	$ -	$ -	$ -	$ 150,008
TASK 7 - GEOTECHNICAL DESIGN SERVICES	$ -	$ -	$ -	$ 4,985	$ -	$ -	$ -	$ 26,997	$ -	$ 338,318	$ -	$ -	$ -	$ -	$ -	$ -	$ 370,299
TASK 8 – ALTERNATIVES ANALYSIS	$ 35,973	$ 76,299	$ -	$ 160,461	$ -	$ 13,640	$ 103,194	$ -	$ 38,382	$ -	$ -	$ 39,028	$ -	$ -	$ 6,108	$ 39,632	$ 512,717
TASK 9 – SUBPROJECT 1 - EARLY WORK PACKAGE	$ 69,594	$ 34,321	$ -	$ 13,255	$ -	$ -	$ -	$ -	$ 6,854	$ -	$ -	$ 2,396	$ 48,573	$ -	$ -	$ -	$ 174,993
TASK 10 – SUBPROJECT 2 - EAST END SEWER AND ROAD IMPROVEMENTS	$ 125,840	$ 384,012	$ -	$ 32,174	$ -	$ 5,698	$ 81,565	$ -	$ 44,575	$ -	$ -	$ 90,134	$ -	$ -	$ 435	$ -	$ 764,434
TASK 11 – SUBPROJECT 3 - BRIDGE AND CANYON CREEK INTERSECTION	$ 130,922	$ 324,400	$ -	$ 414,793	$ -	$ 26,747	$ -	$ -	$ 156,768	$ -	$ -	$ 136,153	$ -	$ -	$ 435	$ 63,543	$ 1,253,761
Non-Contingency Totals :	$ 677,799	$ 1,062,047	$ 383,367	$ 688,655	$ 57,616	$ 61,810	$ 214,186	$ 29,970	$ 261,371	$ 348,808	$ 85,796	$ 295,512	$ 52,278	$ 38,920	$ 174,287	$ 112,420	**$ 4,544,842**
Contingency Tasks																	
TASK 14 – SUBPROJECT 3 ALTERNATIVE INTERSECTION DESIGN (CONTINGENCY)		$ 32,888	$ -	$ -		$ -	$ -	$ -	$ 10,892	$ -	$ -	$ 113,746		$ -	$ -		$ 157,525
TASK 15 - GENERAL SERVICES (CONTINGENCY)		$ 3,195	$ -	$ -	$ 47,671	$ -	$ -	$ -	$ -	$ 51,490	$ -	$ -		$ -	$ -		$ 102,356
Contingency Totals :	$ -	$ 36,082	$ -	$ -	$ 47,671	$ -	$ -	$ -	$ 10,892	$ 51,490	$ -	$ 113,746	$ -	$ -	$ -	$ -	**$ 259,881**
Total Contingency & Non-Contingency :	$ 677,799	$ 1,098,129	$ 383,367	$ 688,655	$ 105,287	$ 61,810	$ 214,186	$ 29,970	$ 272,263	$ 400,298	$ 85,796	$ 409,258	$ 52,278	$ 38,920	$ 174,287	$ 112,420	**$ 4,804,723**

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

	TSJV															
	$228.90	$189.75	$158.42	$134.93	$150.59	$189.75	$174.08	$142.76	$158.42	$150.59	$134.93	$87.74		Labor		
Work Item	Principal in Charge	Project Manager	Construction Superintendent	Superintendent	Scheduler	Precon Manager/Lead Estimator	Design Build Integrator	VDC Lead	Senior Estimator II	Senior Estimator I	Estimator	Project Administrator	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION																
Subtotal:	63	381	44	0	204	8	383	0	0	0	0	188	1271	$ 209,092	$ 27,140	$ 236,232
TASK 2 – SURVEY																
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TASK 3 – ENVIRONMENTAL SERVICES																
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TASK 4 – PERMITTING ASSISTANCE																
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TASK 5 – PUBLIC INVOLVEMENT ASSITANCE																
Subtotal:	0	36	0	0	32	0	0	0	0	0	0	0	68	$ 11,650	$ -	$ 11,650
TASK 6 – UTILITY COORDINATION																
Subtotal:	0	60	0	0	60	0	0	0	0	0	0	0	120	$ 20,420	$ 47,168	$ 67,588
TASK 7 - GEOTECHNICAL DESIGN SERVICES																
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TASK 8 – ALTERNATIVES ANALYSIS																
Subtotal:	2	20	10	0	10	5	6	0	60	60	60	0	233	$ 35,973	$ -	$ 35,973
TASK 9 SUBPROJECT 1 – EARLY WORK PACKAGE																
Subtotal:	6	52	16	0	16	31	18	0	100	100	100	0	439	$ 69,594	$ -	$ 69,594
TASK 10 SUBPROJECT 2 – EAST END SEWER AND ROAD IMPROVEMENTS																
Subtotal:	2	33	12	0	12	66	30	0	220	220	220	0	815	$ 125,840	$ -	$ 125,840
TASK 11 SUBPROJECT 3 – BRIDGE AND CANYON CREEK INTERSECTION																
Subtotal:	2	39	18	0	18	66	42	0	220	220	220	0	845	$ 130,922	$ -	$ 130,922
TASK 12 – MODELING / ANIMATION SERVICES																
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
Non-Contingency Totals:	75	621	100	0	352	176	479	0	600	600	600	188	3791	$ 603,491	$ 74,308	$ 677,799

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

Work Item	KPFF CIVIL $283.22 Civil Principal	$232.24 Senior Civil PM	$220.91 Civil PM	$186.93 Project Engineer Roadway	$186.93 Project Engineer Storm	$164.27 Design Engineer/ Designer	$164.27 Design Engineer/ Designer	$147.27 Draftsperson / Technician - Civil	$124.62 Project Administrator - Civil	Hours	Labor Cost	Expenses	Subtotals
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION													
1.1 - Project Management and Administration (Assume 16 months/68 weeks)										0	$ -	$ 283	
Project Coordination	136	68							68	272	$ 62,784	$ -	
Monthly invoices	16	16							32	64	$ 12,235	$ -	
Monthly progress reports	16	16								32	$ 8,247	$ -	
Sub-consultant contracts (Prepare & Administer)	4	10							20	34	$ 5,948	$ -	
1.2 - Plan Development and Document Management										0	$ -	$ -	
1.2.1 - Quality Control Plan (QCP)	2	8							8	18	$ 3,421	$ -	
1.2.2 - Document Management										0	$ -	$ -	
Document Management Plan	2	4								6	$ 1,495	$ -	
1.2.3 - Team Commmunication Plan	2	8								10	$ 2,424	$ -	
1.3 - Meetings										0	$ -	$ 566	
Kick-off meeting	8	10							2	20	$ 4,837	$ -	
Weekly PM meetings	68	34								102	$ 27,155	$ -	
Bi-weekly project team meetings (32 at 4 hrs per)	128	64							64	256	$ 59,091	$ -	
Site meetings	12	12							3	27	$ 6,559	$ -	
1.4 - Project Schedule, Status Reports and Schedule Updates (Review / Provide input)	12									12	$ 3,399	$ -	
Subtotal:	406	250	0	0	0	0	0	0	197	853	$ 197,597	$ 850	$ 198,447
TASK 2 – SURVEY													
Subtotal:	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TASK 3 – ENVIRONMENTAL SERVICES													
3.5 - Tree Assessment and Arborist Recommendations				2		4		4	2	12	$ 1,869	$ -	
Subtotal:	0	0	0	2	0	4	0	4	2	12	$ 1,869	$ -	$ 1,869
TASK 4 – PERMITTING ASSISTANCE													
4.1 Permittting Assistance										0	$ -	$ -	
1200-C	2	2		12		4			2	22	$ 4,180	$ -	
City Permits (3)	2	8		24		6			6	46	$ 8,644	$ -	
Clackamas County (Temporary Signal)	2	4		8		2			2	18	$ 3,569	$ -	
Subtotal:	6	14	0	44	0	12	0	0	10	86	$ 16,393	$ -	$ 16,393
TASK 5 – PUBLIC INVOLVEMENT ASSISTANCE													
5.1 - Public Involvement Kick-off Meeting										0	$ -	$ -	
5.2 - Communications Materials	4	12		8					8	32	$ 6,412	$ -	
5.3 - Community/Neighborhood Outreach										0	$ -	$ -	
5.3.1 - Open House/Public Events	8	8							4	20	$ 4,622	$ 113	
5.3.2 - City Council Meetings										0	$ -	$ -	
5.3.3 - Stakeholders Meetings	10	20								30	$ 7,477	$ -	
5.3.4 - Monthly Project Updates										0	$ -	$ -	
Subtotal:	22	40	0	8	0	0	0	0	12	82	$ 18,511	$ 113	$ 18,625
TASK 6 – UTILITY COORDINATION													
6.1 - Initial individual utility meetings		16		20						36	$ 7,454	$ 227	
Subtotal:	0	16	0	20	0	0	0	0	0	36	$ 7,454	$ 227	$ 7,681

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

Work Item	KPFF CIVIL												
	$283.22 Civil Principal	$232.24 Senior Civil PM	$220.91 Civil PM	$186.93 Project Engineer Roadway	$186.93 Project Engineer Storm	$164.27 Design Engineer/ Designer	$164.27 Design Engineer/ Designer	$147.27 Draftsperson / Technician - Civil	$124.62 Project Administrator - Civil	Hours	Labor Cost	Expenses	Subtotals
TASK 7 - GEOTECHNICAL DESIGN SERVICES													
Subtotal:	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TASK 8 – ALTERNATIVES ANALYSIS													
8.1 - Alternatives Analysis - Subproject 2	4	8		16		32	16	16	4	96	$ 16,721	$ -	
8.2 - Alternatives Analysis - Subproject 3	4	8		16		32	12	12	4	88	$ 15,475	$ -	
8.2.1 - Alternatives Analysis - Bridge										0	$ -	$ -	
8.2.2 - Alternatives Analysis - Canyon Creek Intersection	2	4		4	4		4	4		22	$ 4,237	$ -	
8.3 - Preliminary Engineering Reports										0	$ -	$ -	
Draft PER	2	8		16	16		4		8	54	$ 10,060	$ -	
Design Exception Summary				8	8		4		4	24	$ 4,146	$ -	
Construction Schedule and Estimate										0	$ -	$ -	
Constructibility Review										0	$ -	$ -	
Final PER	2	4		8	4				4	22	$ 4,237	$ -	
8.4 - Conceptual Drainage Report										0	$ -	$ -	
Prepare (SD) Site Assessment and Planning Checklist		4		8	48		32		4	96	$ 17,152	$ -	
Compile and respond to review comments		2		4	8		8		2	24	$ 4,271	$ -	
Subtotal:	14	38	0	80	88	64	80	32	30	426	$ 76,299	$ -	$ 76,299
TASK 9 SUBPROJECT 1 – EARLY WORK PACKAGE													
9.1 - Temporary Tree Protection Plan										0	$ -	$ -	
9.2 - Traffic Engineering										0	$ -	$ -	
9.2.1 - Temporary Traffic Signal Plan										0	$ -	$ -	
9.2.2 - Temporary Protection and Direction of Traffic (TP&DT)		2		8		16	2	24		52	$ 8,451	$ -	
9.3 - Demolition and Clearing Plan		0	0	19	0	38	0	38	0	95	$ 15,390	$ -	
9.4 - Guaranteed Maximum Price (GMP) Development										0	$ -	$ -	
9.5 - Quality Assurance/Quality Control (QA/QC)	4	4								8	$ 2,062	$ -	
9.6 - Subproject Meetings										0	$ -	$ 57	
Design Workshops (One at 4 hours long)	4	6		4					2	16	$ 3,523	$ -	
Design Review Meetings (Four at 2 hours long)	8	10							2	20	$ 4,837	$ -	
Subtotal:	16	22	0	31	0	54	2	62	4	191	$ 34,264	$ 57	$ 34,321
TASK 10 SUBPROJECT 2 – EAST END SEWER AND ROAD IMPROVEMENTS													
10.1 - Roadway Improvements										0	$ -	$ -	
10.1.1 - Roadway Design		12	0	24	0	68	0	0	0	104	$ 18,443	$ -	
10.1.2 - ROW Impacts and Coordination with City (Exhibits)										0	$ -	$ -	
10.2 - Structures										0	$ -	$ -	
10.2.1 - Retaining Systems ***(Civil to determine locations and develop profiles)***				8		16		8		32	$ 5,302	$ -	
10.3 - Stormwater Management										0	$ -	$ -	
10.3.1 - Stormwater Management Design		8		12	24		40			84	$ 15,158	$ -	
10.3.2 - Erosion Control **(Design only; plans under Task 10.7)**		4		8	12		12			36	$ 6,639	$ -	
10.3.3 - Stormwater Management Report (Includes Canyon Creek Analysis)		4		8	60		40		8	120	$ 21,208	$ -	
10.3.4 - Willow Creek Culvert Replacement Plan										0	$ -	$ -	
10.4 - Utilities										0	$ -	$ -	
10.4.1 - Sanitary Sewer Plans **(Design only; plans under Task 10.7)**		4		8		20		20		52	$ 8,655	$ -	
10.4.2 - Franchise Utility Coordination Plans **(Design only; plans under Task 10.7) - NEW TASK**		4		8	16		32	16		76	$ 13,028	$ -	
10.5 - Traffic Engineering										0	$ -	$ -	
10.5.1 - Temporary Protection and Direction of Traffic (TP&DT)		4		2						6	$ 1,303	$ -	
10.5.2 - Illumination, Signing and Striping Plans										0	$ -	$ -	

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

Work Item	KPFF CIVIL $283.22 Civil Principal	 $232.24 Senior Civil PM	 $220.91 Civil PM	 $186.93 Project Engineer Roadway	 $186.93 Project Engineer Storm	 $164.27 Design Engineer/ Designer	 $164.27 Design Engineer/ Designer	 $147.27 Draftsperson / Technician - Civil	 $124.62 Project Administrator - Civil	Hours	Labor Cost	Expenses	Subtotals
10.6 - Landscape Architecture and Irrigation										0	$ -	$ -	
10.7 - Construction Documents										0	$ -	$ -	
10.7.1 - 30% Design Construction Plans		21	0	62	12	84	24	108	4	315	$ 52,855	$ -	
10.7.2 - 60% Preliminary Designs, Plans, Specifications, and Estimate (TSJV Estimate)		36	0	118	46	196	60	240	6	702	$ 117,162	$ -	
10.7.3 - 90% Design, Plans, Specification, and Estimate		22	0	56	26	90	44	122	6	366	$ 61,164	$ -	
10.7.4 - 100% PS&E Package		16	0	42	20	67	26	85	4	260	$ 43,599	$ -	
10.8 - Cost Estimate and Construction Schedule (TSJV)										0	$ -	$ -	
10.9 - Guaranteed Maximum Price (GMP) Development										0	$ -	$ -	
10.10 - Quality Assurance/Quality Control (QA/QC)	20	20								40	$ 10,309	$ -	
10.11 - Subproject Meetings										0	$ -	$ 113	
Design Workshops (One at 4 hours long)	4	6							4	14	$ 3,025	$ -	
Design Review Meetings (Four at 2 hours long)	8	12							8	28	$ 6,050	$ -	
										0	$ -	$ -	
Subtotal:	32	173	0	356	216	541	278	599	40	2235	$ 383,899	$ 113	$ 384,012
TASK 11 SUBPROJECT 3 – BRIDGE AND CANYON CREEK INTERSECTION													
11.1 - Roadway Improvements										0	$ -	$ -	
11.1.1 - Roadway Design		17	0	34		68				119	$ 21,474	$ -	
11.1.2 - Canyon Creek Intersection Design		4		4						8	$ 1,677	$ -	
11.1.2 - ROW Impacts and Coordination with City (Exhibits)										0	$ -	$ -	
11.2 - Structures										0	$ -	$ -	
11.2.1 - Retaining Systems ***(Civil to determine locations and develop profiles)***		4		20		40		8		72	$ 12,416	$ -	
11.2.2 - Bridge										0	$ -	$ -	
11.3 - Stormwater Management										0	$ -	$ -	
11.3.1 - Stormwater Management Design		4		4	16		32			56	$ 9,924	$ -	
11.3.2 - Erosion Control Plans		4		8	12		12			36	$ 6,639	$ -	
11.3.3 - Stormwater Management Report **(Assumed already covered under Task 10.3.3)**										0	$ -	$ -	
11.3.4 - Channel Restoration and Fish Passage Design										0	$ -	$ -	
11.4 - Utilities										0	$ -	$ -	
11.4.1 - Water Plans **(Design only; plans under Task 11.7)**		4		8		16		8		36	$ 6,231	$ -	
10.4.2 - Franchise Utility Coordination Plans **(Design only; plans under Task 10.7) - NEW TASK**		4		8		16		8		36	$ 6,231	$ -	
11.5 - Traffic Engineering										0	$ -	$ -	
11.6 - Landscape Architecture and Irrigation										0	$ -	$ -	
11.7 - Construction Documents										0	$ -	$ -	
11.7.1 - 30% Design Construction Plans		20	0	60	8	96	16	112	4	316	$ 52,747	$ -	
11.7.2 - 60% Preliminary Designs, Plans, Specifications, and Estimate		29	0	64	44	110	72	166	6	491	$ 82,015	$ -	
11.7.3 - 90% Design, Plans, Specification, and Estimate		23	0	57	20	92	32	112	2	338	$ 56,848	$ -	
11.7.4 - 100% PS&E Package		22	0	50	20	76	24	88	6	286	$ 48,329	$ -	
11.8 - Cost Estimate and Construction Schedule										0	$ -	$ -	
11.9 - Guaranteed Maximum Price (GMP) Development										0	$ -	$ -	
11.10 - Quality Assurance/Quality Control (QA/QC)	20	20								40	$ 10,309	$ -	
11.11 - Subproject Meetings										0	$ -	$ 113	
Design Workshops (One at 4 hours long)	4	6		6					2	18	$ 3,897	$ -	
Design Review Meetings (Four at 2 hours long)	8	12							4	24	$ 5,551	$ -	
										0	$ -	$ -	
Subtotal:	32	173	0	323	120	514	188	502	24	1876	$ 324,287	$ 113	$ 324,400

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

Work Item	KPFF CIVIL $283.22 Civil Principal	$232.24 Senior Civil PM	$220.91 Civil PM	$186.93 Project Engineer Roadway	$186.93 Project Engineer Storm	$164.27 Design Engineer/ Designer	$164.27 Design Engineer/ Designer	$147.27 Draftsperson / Technician - Civil	$124.62 Project Administrator - Civil	Hours	Labor Cost	Expenses	Subtotals
TASK 12 – MODELING / ANIMATION SERVICES													
Subtotal:	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
Non-Contingency Totals:	528	726	0	864	424	1189	548	1199	319	5797	$ 1,060,574	$ 1,473	$ 1,062,047
Contingency Tasks													
TASK 13 – [RESERVED]													
Subtotal:	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TASK 14 – SUBPROJECT 3 ALTERNATIVE INTERSECTION DESIGN (CONTINGENCY)													
14.3 - Stormwater Management										0	$ -	$ -	
14.3.1 - Stormwater Management Design (ADD'L KPFF CIVIL)	2	4		8	16		16			46	$ 8,610	$ -	
14.7 - Construction Documents										0	$ -	$ -	
14.7.1 - 30% Design Construction Plans **(ADD'L KPFF CIVIL)**	1	2	0	2	4	0	6	6	0	21	$ 3,739	$ -	
14.7.2 - 60% Preliminary Designs, Plans, Specifications, and Estimate **(ADD'L KPFF CIVIL)**	2	4	0	8	10	0	20	20	0	64	$ 11,091	$ -	
14.7.3 - 90% Design, Plans, Specification, and Estimate **(ADD'L KPFF CIVIL)**	0	1	0	0	6	0	12	12	0	31	$ 5,092	$ -	
14.7.4 - 100% PS&E Package **(ADD'L KPFF CIVIL)**	0	1	4	0	4	0	8	8	0	25	$ 4,356	$ -	
Subtotal:	5	12	4	18	40	0	62	46	0	187	$ 32,888	$ -	$ 32,888
TASK 15 - GENERAL SERVICES (CONTINGENCY)													
15.1 - Additional SHPO Permit	2								4	6	$ 1,065	$ -	
15.2 - Additional Cultural Resource Survey	2								4	6	$ 1,065	$ -	
15.3 Seismic Site Specific Site Response Analysis	2								4	6	$ 1,065	$ -	
Subtotal:	6	0	0	0	0	0	0	0	12	18	$ 3,195	$ -	$ 3,195
Contingency Totals:	11	12	4	18	40	0	62	46	12	205	$ 36,082	$ -	$ 36,082
Non-Contingency & Contingency Totals:	539	738	4	882	464	1189	610	1245	331	6002	$ 1,096,656	$ 1,473	$ 1,098,129

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

	KPFF - Survey									
	$283.22	$215.25	$158.60	$135.95	$124.62	$220.91		Labor		
Work Item	Survey Principal	Survey Manager	Project Surveyor	Survey Technician	Survey Project Assistant	Two-Person Survey Crew	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 2 – SURVEY										
2.1 - Horizontal and Vertical Control Network	5	10	35	40	15	60	165	$ 29,681	$ -	
2.2 - Monument recovery	8	16	40	60	5	120	249	$ 47,343	$ -	
2.3 - Location survey, base map, and surface model	15	25	80	420	30	370	940	$ 164,891	$ -	
2.4 - Monument recovery survey	10	16	80	120	15	90	331	$ 57,029	$ -	
2.5 - ROW research, mapping and descriptions (assume 20 properties)	8	10	32	180	8		238	$ 34,961	$ -	
2.6 - Staking for acquistion viewing (assume 20 properties, 1 time)	3	6	12	20	4	50	95	$ 18,307	$ -	
Title work and flagging estimate allowance								$ -	$ 31,154	
Subtotal:	49	83	279	840	77	690	2018	$ 352,212	$ 31,154	$ 383,367
Non-Contingency Totals:	49	83	279	840	77	690	2018	$ 352,212	$ 31,154	$ 383,367

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE TEMPLATE

	KPFF Structural										
	$283.22	$283.22	$226.58	$192.59	$164.27	$147.27	$124.62		Labor		
Work Item	EOR (Bridge) Totten	DQM McMullen	PM Finney	Senior Engineer	Structural Designer	CAD / BIM Modeler	Project Administrator	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION											
1.2 - Plan Development and Document Management								0	$ -	$ -	
1.2.1 - Quality Control Plan (QCP)	4	40	8					52	$ 14,274	$ -	
1.3 - Meetings								0	$ -	$ -	
Kick-off meeting	8		8					16	$ 4,078	$ -	
Weekly PM meetings								0	$ -	$ -	
Bi-weekly project team meetings (32) (attend 32 @ 2 hours ea.)	64		48					112	$ 29,002	$ -	
Site meetings	12		12					24	$ 6,118	$ -	
1.4 - Project Schedule, Status Reports and Schedule Updates			18					18	$ 4,078	$ -	
Subtotal:	88	40	94	0	0	0	0	222	$ 57,550	$ -	$ 57,550
TASK 5 – PUBLIC INVOLVEMENT ASSISTANCE											
5.1 - Public Involvement Kick-off Meeting								0	$ -		
5.2 - Communications Materials	8							8	$ 2,266		
5.3 - Community/Neighborhood Outreach								0	$ -		
5.3.1 - Open House/Public Events	8		4					12	$ 3,172		
Subtotal:	16	0	4	0	0	0	0	20	$ 5,438	$ -	$ 5,438
TASK 7 - GEOTECHNICAL DESIGN SERVICES											
7.1 - Data Review / Reconnaissance								0	$ -		
7.2 - Exploration and Testing Work Plan (ETWP)			4					4	$ 906		
7.3 - Geotechnical and Pavement Explorations								0	$ -		
7.4 - Laboratory Testing								0	$ -		
7.5 - Geotechnical Data Analysis								0	$ -		
7.6 - Geotechnical Engineering Report and Geotechnical Data Sheets (GDS)								0	$ -		
7.7 - Review of Geotechnical Related Plans and Specifications								0	$ -		
7.8 - Independent Geotechnical Engineering Peer Review	8		8					16	$ 4,078		
Subtotal:	8	0	12	0	0	0	0	20	$ 4,985	$ -	$ 4,985

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

Work Item	KPFF Structural										
	$283.22	$283.22	$226.58	$192.59	$164.27	$147.27	$124.62		Labor		
	EOR (Bridge) Totten	DQM McMullen	PM Finney	Senior Engineer	Structural Designer	CAD / BIM Modeler	Project Administrator	Hours	Cost	Expenses	Subtotals
TASK 8 – ALTERNATIVES ANALYSIS											
8.1 - Alternatives Analysis - Subproject 2								0	$ -		
8.2 - Alternatives Analysis - Subproject 3								0	$ -		
8.2.1 - Alternatives Analysis - Bridge	80		160	240	120	80		680	$ 136,625		
8.2.2 - Alternatives Analysis - Canyon Creek Intersection								0	$ -		
8.3 - Preliminary Engineering Reports								0	$ -		
Draft PER	8		24				16	48	$ 9,697		
Design Exception Summary	4		40					44	$ 10,196		
Construction Schedule and Estimate								0	$ -		
Constructibility Review								0	$ -		
Final PER	4		8				8	20	$ 3,942		
Subtotal:	96	0	232	240	120	80	24	792	$ 160,461	$ -	$ 160,461
TASK 9 SUBPROJECT 1 – EARLY WORK PACKAGE											
9.2 - Traffic Engineering								0	$ -		
9.2.1 - Temporary Traffic Signal Plan	2		4		16	16		38	$ 6,457		
9.2.2 - Temporary Protection and Direction of Traffic (TP&DT)								0	$ -		
9.3 - Demolition and Clearing Plan								0	$ -		
9.4 - Guaranteed Maximum Price (GMP) Development								0	$ -		
9.5 - Quality Assurance/Quality Control (QA/QC)		24						24	$ 6,797		
9.6 - Subproject Meetings								0	$ -		
Subtotal:	2	24	4	0	16	16	0	62	$ 13,255	$ -	$ 13,255
TASK 10 SUBPROJECT 2 – EAST END SEWER AND ROAD IMPROVEMENTS											
10.2 - Structures								0	$ -		
10.2.1 - Retaining Systems	2		20		60			82	$ 14,954		
10.3 - Stormwater Management								0	$ -		
10.3.1 - Stormwater Management Design								0	$ -		
10.3.2 - Erosion Control Plans								0	$ -		
10.3.3 - Stormwater Management Report								0	$ -		
10.3.4 - Willow Creek Culvert Replacement Plan								0	$ -		
10.3.4.1 - 30% Design						12		12	$ 1,767		
10.3.4.2 - 60% Design and Specifications						12		12	$ 1,767		
10.3.4.3 - 90% Design, Plans and Specifications						12		12	$ 1,767		
10.3.4.4 - Final (100%) Plans and Specifications						4		4	$ 589		
10.10 - Quality Assurance/Quality Control (QA/QC)		40						40	$ 11,329		
10.11 - Subproject Meetings								0	$ -		
Subtotal:	2	40	20	0	60	40	0	162	$ 32,174	$ -	$ 32,174

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

Work Item	KPFF Structural										
	$283.22	$283.22	$226.58	$192.59	$164.27	$147.27	$124.62		Labor		
	EOR (Bridge) Totten	DQM McMullen	PM Finney	Senior Engineer	Structural Designer	CAD / BIM Modeler	Project Administrator	Hours	Cost	Expenses	Subtotals
TASK 11 SUBPROJECT 3 – BRIDGE AND CANYON CREEK INTERSECTION											
11.1 - Roadway Improvements								0	$ -		
11.2 - Structures								0	$ -		
11.2.1 - Retaining Systems	80		120	240	320		16	776	$ 150,628		
11.2.2 - Bridge	40		80	160	240		12	532	$ 101,189		
11.7 - Construction Documents								0	$ -		
11.7.1 - 30% Design Construction Plans						216		216	$ 31,811		
11.7.2 - 60% Preliminary Designs, Plans, Specifications, and Estimate						216		216	$ 31,811		
11.7.3 - 90% Design, Plans, Specification, and Estimate						216		216	$ 31,811		
11.7.4 - 100% PS&E Package						54		54	$ 7,953		
11.8 - Cost Estimate and Construction Schedule								0	$ -		
11.9 - Guaranteed Maximum Price (GMP) Development								0	$ -		
11.10 - Quality Assurance/Quality Control (QA/QC)		80		160				240	$ 53,472		
11.11 - Subproject Meetings								0	$ -		
Design Workshops (One at 4 hours long)	4		4					8	$ 2,039		
Design Review Meetings (Four at 2 hours long)	8		8					16	$ 4,078		
Subtotal:	132	80	212	560	560	702	28	2274	$ 414,793	$ -	$ 414,793
TASK 12 – MODELING / ANIMATION SERVICES (CONTINGENCY)											
Subtotal:	0	0	0	0	0	0	0	0	$ -	$ -	$ -
Non-Contingency Totals:	344	184	578	800	756	838	52	3552	$ 688,655	$ -	$ 688,655

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

Archaeological Investigations Northwest, Inc.

Work Item	$174.01 PM/Sr. Archaeologist	$174.01 PM/Sr. Architectural Historian	$130.12 Asst. PM/Supervising Archaeologist	$115.30 Architectural Historian	$92.22 Staff Archaeologist	$174.01 Graphics/GIS	$100.06 Research/Project Assistant/Proj. Admn.	Hours	Labor Cost	Expenses	Subtotals
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION											
1.1 - Project Management and Administration (Assume 31 months)								0	$ -	$ -	
1.2 - Plan Development and Document Management								0	$ -	$ -	
1.3 - Meetings								0	$ -	$ -	
Bi-weekly project team meetings (16 meetings at 1 hour per)	16							16	$ 2,784	$ -	
Subtotal:	16	0	0	0	0	0	0	16	$ 2,784	$ -	$ 2,784
TASK 2 – SURVEY											
Subtotal:	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TASK 3 – ENVIRONMENTAL SERVICES											
3.1 - Cultural Resources Study								0	$ -	$ -	
3.1.1 - Historic Resource Study		30		160		13	4	207	$ 26,331	$ 69	
3.1.2 - Archaeological Survey	17		97		120	4	4	242	$ 27,742	$ 689	
Subtotal:	17	30	97	160	120	17	8	449	$ 54,074	$ 758	$ 54,832
Non-Contingency Totals:	33	30	97	160	120	17	8	465	$ 56,858	$ 758	$ 57,616

Contingency Tasks

TASK 15 - GENERAL SERVICES (CONTINGENCY)

15.1 - Additional SHPO Permit	6		6			2	1	15	$ 2,273	$ -	
15.2 - Additional Cultural Resource Survey	10	30	54	160	96	17	6	373	$ 44,847	$ 551	
Subtotal:	16	30	60	160	96	19	7	388	$ 47,120	$ 551	$ 47,671
Contingency Totals:	16	30	60	160	96	19	7	388	$ 47,120	$ 551	$ 47,671
Non-Contingency & Contingency Totals:	49	60	157	320	216	36	15	853	$ 103,978	$ 1,310	$ 105,287

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

	Architectural Applications, P.C.					
	$164.27	$130.28		Labor		
Work Item	Senior Designer	Junior Designer	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION						
1.1 - Project Management and Administration (Assume 16 months)	16	32	48	$ 6,797		
1.2 - Plan Development and Document Management			0	$ -		
1.3 - Meetings			0	$ -		
Bi-weekly internal design team meetings (20 @ 1 ea.)	20		20	$ 3,285		
Site meetings	12		12	$ 1,971		
Subtotal:	48	32	80	$ 12,054	$ -	$ 12,054
TASK 5 – PUBLIC INVOLVEMENT ASSITANCE						
5.1 - Public Involvement Kick-off Meeting			0	$ -		
5.2 - Communications Materials	8	8	16	$ 2,356		
5.3 - Community/Neighborhood Outreach			0	$ -		
5.3.1 - Open House/Public Events	8		8	$ 1,314		
Subtotal:	16	8	24	$ 3,671	$ -	$ 3,671
TASK 8 – ALTERNATIVES ANALYSIS						
8.1 - Alternatives Analysis - Subproject 2			0	$ -		
8.2 - Alternatives Analysis - Subproject 3			0	$ -		
8.2.1 - Alternatives Analysis - Bridge	40	12	52	$ 8,134		
8.2.2 - Alternatives Analysis - Canyon Creek Intersection	24	12	36	$ 5,506		
Subtotal:	64	24	88	$ 13,640	$ -	$ 13,640

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

Work Item	Architectural Applications, P.C. $164.27 Senior Designer	$130.28 Junior Designer	Hours	Labor Cost	Expenses	Subtotals
TASK 10 SUBPROJECT 2 – EAST END SEWER AND ROAD IMPROVEMENTS						
10.2 - Structures			0	$ -		
10.2.1 - Retaining Systems	6	4	10	$ 1,507		
10.6 - Landscape Architecture and Irrigation	12	8	20	$ 3,013		
10.7 - Construction Documents			0	$ -		
10.7.1 - 30% Design Construction Plans	4	4	8	$ 1,178		
10.7.2 - 60% Preliminary Designs, Plans, Specifications, and Estimate			0	$ -		
10.7.3 - 90% Design, Plans, Specification, and Estimate			0	$ -		
10.7.4 - 100% PS&E Package			0	$ -		
Subtotal:	22	16	38	$ 5,698	$ -	$ 5,698
TASK 11 SUBPROJECT 3 – BRIDGE AND CANYON CREEK INTERSECTION						
11.2 - Structures			0	$ -		
11.2.1 - Retaining Systems	16	8	24	$ 3,671		
11.2.2 - Bridge	60	24	84	$ 12,983		
11.7 - Construction Documents			0	$ -		
11.7.1 - 30% Design Construction Plans	8	4	12	$ 1,835		
11.7.2 - 60% Preliminary Designs, Plans, Specifications, and Estimate	8	4	12	$ 1,835		
11.7.3 - 90% Design, Plans, Specification, and Estimate	8	4	12	$ 1,835		
11.7.4 - 100% PS&E Package	8	4	12	$ 1,835		
Subtotal:	120	54	174	$ 26,747	$ -	$ 26,747
Non-Contingency Totals:	270	134	404	$ 61,810	$ -	$ 61,810

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE TEMPLATE

	Brown and Caldwell											
	$280.95	$174.46	$131.41	$280.95	$174.46	$339.86	$151.81	$131.41		Labor		
Work Item	Level J: Supervising Engineer	Level G: Engineer III	Level E: Project Analyst II	Level J: Supervising Engineer	Level G: Senior Designer	Level L-N: Vice President	Level F: Technical Writer	Level E: Accountant II	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION												
1.1 - Project Management and Administration (Assume 16 months)									0	$ -	$ -	
Monthly invoices	16					4		8	28	$ 6,906	$ -	
Monthly progress reports	16		24						40	$ 7,649	$ -	
1.3 - Meetings									0	$ -	$ -	
Kick-off meeting	8								8	$ 2,248	$ -	
Weekly PM meetings									0	$ -	$ -	
Bi-weekly project team meetings (32 at 4 hrs per total) (Assume 20 at 2 per)	40								40	$ 11,238	$ -	
1.4 - Project Schedule, Status Reports and Schedule Updates									0	$ -	$ -	
Initial Project Schedule - Review / Input	4		2						6	$ 1,387	$ -	
Monthly project schedule update									0	$ -	$ -	
Subtotal:	84	0	26	0	0	4	0	8	122	$ 29,428	$ -	$ 29,428
TASK 8 – ALTERNATIVES ANALYSIS												
8.7 - Flow Mitigation Alternative Evaluation and Documentation - Boeckman Creek									0	$ -	$ -	
8.7.1 - Project Meetings	14	19	4						37	$ 7,774	$ 227	
8.7.2 - Identify Potential Alternatives for Flow Mitigation	42	100		8			6		156	$ 32,405	$ 227	
8.7.3 - Site Investigation and Survey Coordination	24	34							58	$ 12,675	$ -	
8.7.4 - Alternative Evaluation	36	128		8					172	$ 34,693	$ -	
8.7.5 - Documentation	20	40		6			6		72	$ 15,194	$ -	
Subtotal:	136	321	4	22	0	0	12	0	495	$ 102,741	$ 453	$ 103,194
TASK 10 SUBPROJECT 2 – EAST END SEWER AND ROAD IMPROVEMENTS												
10.3 - Stormwater Management									0	$ -		
10.3.1 - Stormwater Management Design									0	$ -		
10.3.2 - Erosion Control Plans									0	$ -		
10.3.3 - Stormwater Management Report									0	$ -		
10.3.4 - Willow Creek Culvert Replacement Design									0	$ -		
10.3.4.1 - Meetings	12	16	4						32	$ 5,904		
10.3.4.2 - 30% Design	16	38		10	40				104	$ 20,913		
10.3.4.3 - 60% Design and Specifications	18	59		14	50		4		145	$ 28,614		
10.3.4.4 - 90% Design, Plans and Specifications	8	24		8	24		2		66	$ 13,173		
10.3.4.5 - Final (100%) Plans and Specifications	4	24		8	24		8		68	$ 12,960		
									0	$ -		
Subtotal:	58	161	4	40	138	0	14	0	415	$ 81,565	$ -	$ 81,565
Non-Contingency Totals:	278	482	34	62	138	4	26	8	1032	$ 213,733	$ 453	$ 214,186

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE TEMPLATE

Work Item	GRI $300.21 Principal Geotech	GRI $300.21 Principal Geologist	GRI $215.25 Senior Engineer/Geologist	GRI $141.61 Technical Editor	GRI $147.27 Project Accountant	GRI $84.97 Administrative Assistant	Hours	Labor Cost	Expenses	Subtotals
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION										
1.1 - Project Management and Administration (Assume 31 months)							0	$ -		
Monthly invoices					10		10	$ 1,473		
Monthly progress reports	5						5	$ 1,501		
Subtotal:	5	0	0	0	10	0	15	$ 2,974	$ -	$ 2,974
TASK 7 - GEOTECHNICAL DESIGN SERVICES										
7.1 - Data Review / Reconnaissance							0	$ -		
7.2 - Exploration and Testing Work Plan (ETWP)							0	$ -		
7.3 - Geotechnical and Pavement Explorations							0	$ -		
7.4 - Laboratory Testing							0	$ -		
7.5 - Geotechnical Data Analysis							0	$ -		
7.6 - Geotechnical Engineering Report and Geotechnical Data Sheets (GDS)							0	$ -		
7.7 - Review of Geotechnical Related Plans and Specifications							0	$ -		
7.8 - Independent Geotechnical Engineering Peer Review	64	8	25				97	$ 26,997		
Subtotal:	64	8	25	0	0	0	97	$ 26,997	$ -	$ 26,997
Non-Contingency Totals:	69	8	25	0	10	0	112	$ 29,970	$ -	$ 29,970

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE TEMPLATE

	GreenWorks								
	$224.31	$193.16	$143.31	$118.39	$143.31		Labor		
Work Item	Principal/ Technical Director	Landscape Architect IV	Landscape Designer III	Landscape Designer II	Project Assistant	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION									
1.1 - Project Management and Administration (Assume 31 months)						0	$ -		
Monthly invoices			6		18	24	$ 3,439		
Monthly progress reports			12			12	$ 1,720		
1.3 - Meetings						0	$ -		
Kick-off meeting and site walk	8		8			16	$ 2,941		
Weekly PM meetings						0	$ -		
Bi-weekly project team meetings (32 at 4 hrs per total) (Assume 16 at 2 per)			32			32	$ 4,586		
Subtotal:	8	0	58	0	18	84	$ 12,686	$ -	$ 12,686
TASK 2 – SURVEY									
Subtotal:	0	0	0	0	0	0	$ -	$ -	$ -
TASK 3 – ENVIRONMENTAL SERVICES									
3.5 - Tree Assessment and Arborist Recommendations			4			4	$ 573		
Subtotal:	0	0	4	0	0	4	$ 573	$ -	$ 573
TASK 4 – PERMITTING ASSISTANCE									
4.1 Permittting Assistance						0	$ -		
4.1.1 - Respond to permitting comments		2	8			10	$ 1,533		
Subtotal:	0	2	8	0	0	10	$ 1,533	$ -	$ 1,533
TASK 8 – ALTERNATIVES ANALYSIS									
8.8 - Landscape Architecture						0	$ -		
~~8.8.1 - Streetscape~~						0	$ -		
Bridge: trail, green walls, regional stormwater facility	16	24	60	20		120	$ 19,191		
Gateway features at Canyon Creek Intersection	16	24	60	20		120	$ 19,191		
~~8.8.4 - Illustrative graphics (6)~~						0	$ -		
Subtotal:	32	48	120	40	0	240	$ 38,382	$ -	$ 38,382
TASK 9 SUBPROJECT 1 – EARLY WORK PACKAGE									
9.1 - Temporary Tree Protection and Tree Removal Plan		4	16	32		52	$ 6,854		
Subtotal:	0	4	16	32	0	52	$ 6,854	$ -	$ 6,854

City of Wilsonville
Estimated Fees for Preconstruction Services
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Work Item	GreenWorks $224.31 Principal/ Technical Director	$193.16 Landscape Architect IV	$143.31 Landscape Designer III	$118.39 Landscape Designer II	$143.31 Project Assistant	Hours	Labor Cost	Expenses	Subtotals
TASK 10 SUBPROJECT 2 – EAST END SEWER AND ROAD IMPROVEMENTS									
10.6 - Landscape Architecture (includes (2) renderings)	8	60	90	140		298	$ 42,856		
10.11 - Subproject Meetings						0	$ -		
Design Workshops (One at 4 hours long)			4			4	$ 573		
Design Review Meetings (Four at 2 hours long)			8			8	$ 1,146		
Subtotal:	8	60	102	140	0	310	$ 44,575	$ -	$ 44,575
TASK 11 SUBPROJECT 3 – BRIDGE AND CANYON CREEK INTERSECTION									
11.6 - Landscape Architecture						0	$ -		
11.6.1 - Streetscape	8	60	72	108		248	$ 36,488		
11.6.2 - Trail and related amenities including green walls	12	32	108	120		272	$ 38,556		
11.6.3 - Stream restoration and regional stormwater facility	24	32	72	108		236	$ 34,668		
11.6.4 - Gateway features at Canyon Creek Rd intersection	20	32	96	60		208	$ 31,528		
(4) Renderings	4		24	80		108	$ 13,808		
11.11 - Subproject Meetings						0	$ -		
Design Workshops (One at 4 hours long)			4			4	$ 573		
Design Review Meetings (Four at 2 hours long)			8			8	$ 1,146		
						0	$ -		
Subtotal:	68	156	384	476	0	1084	$ 156,768	$ -	$ 156,768
Non-Contingency Totals:	116	270	692	688	18	1784	$ 261,371	$ -	$ 261,371

Contingency Tasks

TASK 14 – SUBPROJECT 3 ALTERNATIVE INTERSECTION DESIGN (CONTINGENCY)									
Landscape Architecture	2	24	24	20		70	$ 10,892		
Subtotal:	2	24	24	20	0	70	$ 10,892	$ -	$ 10,892
Contingency Totals:	2	24	24	20	0	70	$ 10,892	$ -	$ 10,892
Non-Contingency & Contingency Totals:	118	294	716	708	18	1854	$ 272,263	$ -	$ 272,263

City of Wilsonville
Estimated Fees for Preconstruction Services
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BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

	Hart Crowser, a subsidiary of Haley & Aldrich													
	$345.53	$305.88	$266.23	$226.58	$192.59	$186.93	$169.93	$141.61	$152.94	$130.28		Labor		
Work Item	Senior Principal	Principal	Senior Project Manager	Project Manger	Technical Specialist	Project Professional	Staff Professional 2	Staff Professional 1	Senior Technician	Project Support	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION														
1.3 - Meetings											0	$ -	$ -	
Kick-off meeting		8									8	$ 2,447	$ -	
Weekly PM meetings											0	$ -	$ -	
Bi-weekly project team meetings (32 at 4 hrs per total) (Assume 20 at 1 per)		20			10						30	$ 8,043	$ -	
~~Bi-weekly internal design team meetings~~											0	$ -	$ -	
Site meetings											0	$ -	$ -	
~~Monthly risk meetings~~											0	$ -	$ -	
Subtotal:	0	28	0	0	10	0	0	0	0	0	38	$ 10,490	$ -	$ 10,490
TASK 7 - GEOTECHNICAL DESIGN SERVICES														
7.1 - Data Review / Reconnaissance		40			40		6			4	90	$ 21,479	$ -	
7.2 - Exploration and Testing Work Plan (ETWP)		2			8	10			1	1	22	$ 4,305	$ -	
7.3 - Geotechnical and Pavement Explorations		4			24	64	64		1	1	158	$ 28,968	$ 120,085	
7.4 - Laboratory Testing		1			2	12					15	$ 2,934	$ 22,884	
7.5 - Geotechnical Data Analysis		32			124	176	64		20	28	444	$ 84,150	$ -	
7.6 - Level I Hazmat Assessment		2	8		16			50	16	8	182	$ 16,393	$ 810	
7.7 - Geotechnical Engineering Report and Geotechnical Data Sheets (GDS)		24			32	10	4		10	6	86	$ 18,364	$ -	
7.8 - Review of Geotechnical Related Plans and Specifications		20			20						40	$ 9,969	$ -	
7.10 - Independent Geotechnical Engineering Peer Review		16			16						32	$ 7,975	$ -	
Subtotal:	0	141	8	0	282	272	138	50	48	48	1069	$ 194,538	$ 143,779	$ 338,318
Non-Contingency Totals:	0	169	8	0	292	272	138	50	48	48	1107	$ 205,029	$ 143,779	$ 348,808

Contingency Tasks

TASK 15 - GENERAL SERVICES (CONTINGENCY)

15.3 Seismic Site Specific Site Response Analysis		16			50	100			2	4	172	$ 30,050		
15.4 Supplemental Geotechnical Drilling		2			4	8	16				30	$ 4,940	$ 16,500	
Subtotal:	0	18	0	0	54	108	16	0	2	4	202	$ 34,990	$ 16,500	$ 51,490
Contingency Totals:	0	18	0	0	54	108	16	0	2	4	202	$ 34,990	$ 16,500	$ 51,490
Non-Contingency & Contingency Totals:	0	187	8	0	346	380	154	50	50	52	1309	$ 240,019	$ 160,279	$ 400,298

City of Wilsonville
Estimated Fees for Preconstruction Services
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Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

	IML									
	$209.02	$177.86	$111.36	$109.89	$107.06	$95.16		Labor		
Work Item	Task Manager	Civil Engineer	Lead Utility Coordinator	Utility Coordinator	CAD Drafter	Project Assistant	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION										
1.1 - Project Management and Administration (Assume 16 months)							0	$ -		
Monthly invoices	16					16	32	$ 4,867		
Monthly progress reports	16	16					32	$ 6,190		
Subtotal:	32	16	0	0	0	16	64	$ 11,057	$ -	$ 11,057
TASK 6 – UTILITY COORDINATION										
6.1 - Initial individual utility meetings	3	26	58	51	0	0	138	**$ 17,315**		
identify contact information			1	4				$ 550.92		
obtain and review existing utility mapping			8	12				$ 2,209.57		
existing utility inventory site visit			3	3				$ 663.75		
identify relocation time frames and requirements, disruptions, potential utility upgrades	2		4	8				$ 1,742.60		
attend and conduct util meeting (3 PDB 10 meeting 2 hours each)		20	20					$ 5,784.49		
summary util meeting notes			10					$ 1,113.62		
Maintain franchise util communication log		4	8	12				$ 2,921.02		
Develop exist util Matrix Table	1	2	4	12				$ 2,328.86		
										$ 17,314.82
6.2 - Review franchise utility Public Works Permits	0	0	14	0	0	0	14	**$ 1,559**		
Obtain available copies of PWP			4					$ 445.45		
Review the documents for relocation requirements and cost responsibility (1 PDB team staff will review up to 5 documents 2 hours each)			10					$ 1,113.62		
										$ 1,559.07
6.3 - Conflict analysis (Horizontal and Vertical)	3	10	11	87	0	0	111	**$ 13,191**		
Review survey for consistency with franchise utility mapping			1	4				$ 550.92		
review design to identify potential utility impact for 30%	1	2	4	8				$ 1,889.30		
coordination with design team for 30%		2		6						
update Utility Matrix 30%				8				$ 879.11		
Develop Pothole list	1	2	2	8				$ 1,666.58		
review design to identify potential utility impact for GMP	1	2	4	10				$ 2,109.08		
coordination with contractor team to identify potential utility impact due to constructability GMP		2		6				$ 1,015.06		
update Utility Matrix GMP				6				$ 659.34		
review design to identify potential utility impact for 100%				6				$ 659.34		
coordination with design team for 100%				5				$ 549.45		
update Utility Matrix 100%				4				$ 439.56		
review design to identify potential utility impact for IFC				6				$ 659.34		
coordination with design team for IFC				6				$ 659.34		
update Utility Matrix IFC				4				$ 439.56		
										$ -

City of Wilsonville
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	IML									
	$209.02	$177.86	$111.36	$109.89	$107.06	$95.16		Labor		
Work Item	Task Manager	Civil Engineer	Lead Utility Coordinator	Utility Coordinator	CAD Drafter	Project Assistant	**Hours**	**Cost**	**Expenses**	**Subtotals**
6.4 - Potholing	0	2	0	24	0	0	26	**$ 2,993**		
review potholing information and confirm the potential impact (based on 20 pothole location)		2		24				$ 2,993.07		
										$ -
6.6 - Franchise utility relocation notification	24	14	34	46	44	0	162	**$ 21,058**		
notification packages (spreadsheet, plans, letter) for each utility provider (12 listed)								$ -		
Prepare Notification letter for 30%			6					$ 668.17		
Prepare Notification letter for GMP			6					$ 668.17		
Prepare Notification letter for IFC			6					$ 668.17		
plan sheets to each utility that shows conflict (13 listed) 30%	2	4		16	24			$ 5,457.08		
plan sheets to each utility that shows conflict (13 listed) GMP	1	4		8	12			$ 3,084.27		
plan sheets to each utility that shows conflict (13 listed) IFC	1	2		4	8			$ 1,860.76		
QC 30%	4							$ 836.07		
QC GMP	4							$ 836.07		
QC IFC	4							$ 836.07		
comments review and response 30%	2	2		8				$ 1,652.87		
comments review and response GMP	1	1		6				$ 1,046.21		
comments review and response IFC	1	1		4				$ 826.44		
Coordinate cost and reimbursables with project team and utility providers	4		16					$ 2,617.86		
										$ 21,058.20
6.7 - Review relocation plans and comments (based on 2 reviews)	9	8	0	44	60	0	121	**$ 14,563**		
coordinate relocation plans with design team and contractor	2	8		24				$ 4,478.27		
preparation of composite utility plan for 100%	2			12	40			$ 6,018.99		
preparation of composite utility plan for IFC	1			8	20			$ 3,229.27		
QC for 100%	2							$ 418.03		
QC for IFC	2							$ 418.03		
										$ 14,562.61
6.8 - Private development utility coordination	0	8	0	24	0	0	32	**$ 4,060**		
		8		24				$ 4,060.24		
										$ 4,060.24
Subtotal:	39	68	117	276	104	0	604	$ 74,739	$ -	$ 74,739
Non-Contingency Totals:	71	84	117	276	104	16	668	$ 85,796	$ -	$ 85,796

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

	Kittelson & Associates, Inc.										
	$336.47	$288.88	$248.10	$164.27	$139.34	$210.72	$171.06		Labor		
Work Item	Senior Principal Engineer	Principal Engineer	Associate Engineer	Engineer	Transp. Analyst	Associate Technician	Senior Technician	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION											
1.1 - Project Management and Administration (Assume 16 months)								0	$ -	$ -	
Monthly invoices		16						16	$ 4,622	$ -	
Monthly progress reports		16						16	$ 4,622	$ -	
1.3 - Meetings								0	$ -	$ -	
Kick-off meeting		8						8	$ 2,311	$ 23	
Weekly PM meetings								0	$ -	$ -	
Bi-weekly project team meetings (32) (attend 20 @ 2 hours ea.)		40		10				50	$ 13,198	$ -	
~~Monthly "over-the-shoulder" review meetings~~ ~~(0)~~								0	$ -	$ -	
~~Bi-weekly internal design team meetings~~ ~~(20)~~								0	$ -	$ -	
Site meetings (2)		8						8	$ 2,311	$ 136	
1.4 - Project Schedule, Status Reports and Schedule Updates								0	$ -	$ -	
Initial Project Schedule		2						2	$ 578	$ -	
Subtotal:	0	90	0	10	0	0	0	100	$ 27,642	$ 159	$ 27,801
TASK 8 – ALTERNATIVES ANALYSIS											
8.2 - Alternatives Analysis - Subproject 3								0	$ -	$ -	
8.2.1 - Alternatives Analysis - Bridge								0	$ -	$ -	
8.2.2 - Alternatives Analysis - Canyon Creek Intersection	6	24	4	40	48			122	$ 23,204	$ -	
8.5 - Boeckman Road Corridor Traffic Analysis	2	8	16	54				80	$ 15,824	$ -	
Subtotal:	8	32	20	94	48	0	0	202	$ 39,028	$ -	$ 39,028
TASK 9 SUBPROJECT 1 – EARLY WORK PACKAGE											
9.6 - Subproject Meetings								0	$ -	$ -	
Design Workshops (one at 4 hours long)		4						4	$ 1,156	$ 28	
Design Review Meetings (4 at 2 hours long)		4						4	$ 1,156	$ 57	
Subtotal:	0	8	0	0	0	0	0	8	$ 2,311	$ 85	$ 2,396

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

Work Item	Kittelson & Associates, Inc.										
	$336.47 Senior Principal Engineer	$288.88 Principal Engineer	$248.10 Associate Engineer	$164.27 Engineer	$139.34 Transp. Analyst	$210.72 Associate Technician	$171.06 Senior Technician	Hours	Labor Cost	Expenses	Subtotals
TASK 10 SUBPROJECT 2 – EAST END SEWER AND ROAD IMPROVEMENTS											
10.5 - Traffic Engineering								0	$ -	$ -	
10.5.1 - Temporary Protection and Direction of Traffic (TP&DT)	6	20		64			60	150	$ 28,573	$ -	
10.5.2 - Illumination, Signing and Striping Plans	10	40		96			120	266	$ 51,218	$ 45	
10.6 - Landscape Architecture and Irrigation								0	$ -	$ -	
10.7 - Construction Documents								0	$ -	$ -	
10.7.1 - 30% Design Construction Plans		2		8				10	$ 1,892	$ -	
10.7.2 - 60% Preliminary Designs, Plans, Specifications, and Estimate		8		8				16	$ 3,625	$ -	
10.7.3 - 90% Design, Plans, Specification, and Estimate		4		4				8	$ 1,813	$ -	
10.7.4 - 100% PS&E Package		2		4				6	$ 1,235	$ -	
10.11 - Subproject Meetings								0	$ -	$ -	
Design Workshops (attend none)								0	$ -	$ -	
Design Review Meetings (attend two at 2 hours long)		6						6	$ 1,733	$ -	
Subtotal:	16	82	0	184	0	0	180	462	$ 90,089	$ 45	$ 90,134
TASK 11 SUBPROJECT 3 – BRIDGE AND CANYON CREEK INTERSECTION											
11.1 - Roadway Improvements								0	$ -	$ -	
11.1.1 - Roadway Design								0	$ -	$ -	
11.1.2 - Canyon Creek Intersection Design	4	8	16	120				148	$ 27,339	$ -	
11.5 - Traffic Engineering								0	$ -	$ -	
11.5.1 - Temporary Protection and Direction of Traffic (TP&DT)	8	28	30	64			72	202	$ 41,053	$ -	
11.5.2 - Illumination, Signing and Striping Plans	4	20		60			40	124	$ 23,822	$ -	
11.5.3 - Signal Plans	4	32		80			30	146	$ 28,864	$ -	
11.6 - Landscape Architecture and Irrigation								0	$ -	$ -	
11.7 - Construction Documents								0	$ -	$ -	
11.7.1 - 30% Design Construction Plans	2	2		8				12	$ 2,565	$ -	
11.7.2 - 60% Preliminary Designs, Plans, Specifications, and Estimate	2	4		8				14	$ 3,143	$ -	
11.7.3 - 90% Design, Plans, Specification, and Estimate	1	2		8				11	$ 2,228	$ -	
11.7.4 - 100% PS&E Package	1	2		8				11	$ 2,228	$ -	
11.11 - Subproject Meetings								0	$ -	$ -	
Design Workshops (Attend one at 4 hours long)		5						5	$ 1,444	$ -	
Design Review Meetings (attend 4 at 2 hours long)		12						12	$ 3,467	$ -	
								0	$ -	$ -	
Subtotal:	26	115	46	356	0	0	142	685	$ 136,153	$ -	$ 136,153
Non-Contingency Totals:	50	327	66	644	48	0	322	1457	$ 295,223	$ 289	$ 295,512

City of Wilsonville
Estimated Fees for Preconstruction Services
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Work Item	Kittelson & Associates, Inc.										
	$336.47 Senior Principal Engineer	$288.88 Principal Engineer	$248.10 Associate Engineer	$164.27 Engineer	$139.34 Transp. Analyst	$210.72 Associate Technician	$171.06 Senior Technician	Hours	Labor Cost	Expenses	Subtotals
Contingency Tasks											
TASK 14 – SUBPROJECT 3 ALTERNATIVE INTERSECTION DESIGN (CONTINGENCY)											
14.1 - Roadway Improvements	8	30	120	240			60	458	$ 90,818		
14.2 - Traffic Engineering								0	$ -		
14.2.1 - Temporary Protection and Direction of Traffic (TP&DT)	6	12	8	60			50	136	$ 25,880		
14.2.2 - Illumination, Signing and Striping Plans	6	12	8	50			40	116	$ 22,526		
Credit for Task 11.5.3 Signal Plans								0	$ (25,478)		
								0	$ -		
Subtotal:	20	54	136	350	0	0	150	710	$ 113,746	$ -	$ 113,746
Contingency Totals:	20	54	136	350	0	0	150	710	$ 113,746	$ -	$ 113,746
Non-Contingency & Contingency Totals:	70	381	202	994	48	0	472	2167	$ 408,969	$ 289	$ 409,258

City of Wilsonville
Estimated Fees for Preconstruction Services
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Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

	DKS									
	$288.88	$215.25	$192.59	$175.60	$124.62	$107.62		Labor		
Work Item	Principal (Grade 41)	Project Manager	Senior Design Engineer (Grade 24)	Designer (Grade 21)	Drafter (Grade 12)	Admin (Tech M)	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION										
1.3 - Meetings							0	$ -	$ -	
Kick-off meeting							0	$ -	$ -	
Bi-weekly project team meetings		6		6			12	$ 2,345	$ -	
Site meetings	2	2		2			6	$ 1,359	$ -	
Subtotal:	2	8	0	8	0	0	18	$ 3,705	$ -	$ 3,705
TASK 2 – SURVEY										
Subtotal:	0	0	0	0	0	0	0	$ -	$ -	$ -
TASK 9 SUBPROJECT 1 – EARLY WORK PACKAGE										
9.2 - Traffic Engineering							0	$ -	$ -	
9.2.1 - Temporary Traffic Signal, Signing and Striping Plan							0	$ -	$ -	
Temporary Traffic Signal	4	18	24	40	24	6	116	$ 20,313	$ 91	
Advance Traffic Signal Ahead Warning System	1	4	4	24	16	3	52	$ 8,451	$ 91	
Traffic Signal Cabinet Print		3	16		16	3	38	$ 6,044	$ -	
Traffic Signal Fiber Plan	2	3		24	12	3	44	$ 7,256	$ 1	
Signing Plan	1	3		8	6	3	21	$ 3,410	$ 91	
Striping Plan	1	2		6	6	2	17	$ 2,736	$ 91	
9.2.2 - Temporary Protection and Direction of Traffic (TP&DT)							0	$ -	$ -	
Subtotal:	9	33	44	102	80	20	288	$ 48,210	$ 364	$ 48,573
Non-Contingency Totals:	11	41	44	110	80	20	306	$ 51,914	$ 364	$ 52,278

City of Wilsonville
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BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

	Morgan Holen & Associates, LLC				
	$186.93		Labor		
Work Item	Morgan Holen, Consulting Arborist	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 3 – ENVIRONMENTAL SERVICES					
3.1 - Cultural Resources Study		0	$ -		
3.2 - Permit Research		0	$ -		
3.3 - Willow Creek Culvert Replacement		0	$ -		
3.4 - Boeckman Dip Bridge Replacement		0	$ -		
3.5 - Tree Assessment and Arborist Recommendations	208	208	$ 38,880	$ 40	
Subtotal:	208	208	$ 38,880	$ 40	$ 38,920
Non-Contingency Totals:	208	208	$ 38,880	$ 40	$ 38,920

City of Wilsonville
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BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

	Pacific Habitat Services, Inc.									
	$217.51	$164.27	$141.61	$133.68	$109.89	$98.56		Labor		
Work Item	Project Manager	Fisheries Biologist	Wetland Scientist 2	Wetland Scientist 1	Graphics Specialist	Admin/Technical Editor	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION										
1.1 - Project Management and Administration (Assume 16 months)							0	$ -		
Monthly invoices	16					24	40	$ 5,846		
1.3 - Meetings							0	$ -		
Kick-off meeting	6						6	$ 1,305		
Weekly PM meetings							0	$ -		
Bi-weekly project team meetings (32) (attend 16 @ 2 hours ea.)	32						32	$ 6,960		
Site meetings	12						12	$ 2,610		
Monthly risk meetings							0	$ -		
Subtotal:	66	0	0	0	0	24	90	$ 16,721	$ -	$ 16,721
TASK 3 – ENVIRONMENTAL SERVICES										
3.2 - Permit Research	18		28	10	5	5	66	$ 10,259		
3.3 - Willow Creek Culvert Replacement							0	$ -		
3.3.1 - Wetland Delineation – Willow Creek Culvert Replacement	5		16	42	8	8	79	$ 10,635		
3.3.2 - Stream Function Assessment – Willow Creek Culvert Replacement	5	12	35	10	8	4	74	$ 10,625		
3.3.3 - Pre-application Coordination – Willow Creek Culvert Replacement	16		8				24	$ 4,613		
3.3.4 - State and Federal Permitting – Willow Creek Culvert Replacement	35		90	25	25	15	190	$ 27,925		
3.4 - Boeckman Dip Bridge Replacement							0	$ -		
3.4.1 - Wetland Delineation - Boeckman Dip Bridge Replacement	8		56	26	10	8	108	$ 15,033		
3.4.2 - Stream Function Assessment – Boeckman Dip Bridge Replacement	5	18	50	20	8	4	105	$ 15,072		
3.4.3 - Kaizen Meeting (Pre-application Coordination) – Boeckman Dip Bridge Replacement	15		8				23	$ 4,396		
3.4.4 - State and Federal Permitting - Boeckman Dip Bridge Replacement	70	30	120	60	40	25	345	$ 52,028		
3.5 - Tree Assessment and Arborist Recommendations							0	$ -		
Subtotal:	177	60	411	193	104	69	1014	$ 150,587	$ -	$ 150,587

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Boeckman Road Corridor Project
Progressive Design / Build

Work Item	Pacific Habitat Services, Inc.						Hours	Labor Cost	Expenses	Subtotals
	$217.51	$164.27	$141.61	$133.68	$109.89	$98.56				
	Project Manager	Fisheries Biologist	Wetland Scientist 2	Wetland Scientist 1	Graphics Specialist	Admin/Technical Editor				
TASK 8 – ALTERNATIVES ANALYSIS										
8.7 - Flow Mitigation Alternative Evaluation and Documentation - Boeckman Creek							0	$ -		
8.7.1 - Identify Potential Alternatives for Flow Mitigation							0	$ -		
8.7.2 - Site Investigation and Survey Coordination							0	$ -		
8.7.3 - Alternative Evaluation	8	8					16	$ 3,054		
8.7.4 - Documentation							0	$ -		
8.8 - Channel Alternative Evaluation and Documentation - Boeckman Creek							0	$ -		
8.8.1 - Site Investigation and Survey Coordination							0	$ -		
8.8.2 - Alternatives Analysis for Creek Restoration	8	8					16	$ 3,054		
8.8.3 - Concept Drawings and Technical Memorandum for Creek Restoration							0	$ -		
							0	$ -		
Subtotal:	16	16	0	0	0	0	32	$ 6,108	$ -	$ 6,108
TASK 10 SUBPROJECT 2 – EAST END SEWER AND ROAD IMPROVEMENTS										
10.11 - Subproject Meetings							0	$ -		
Design Workshops (Four at 4 hours long)							0	$ -		
Design Review Meetings (Five at 2 hours long)	2						2	$ 435		
Subtotal:	2	0	0	0	0	0	2	$ 435	$ -	$ 435
TASK 11 SUBPROJECT 3 – BRIDGE AND CANYON CREEK INTERSECTION										
11.11 - Subproject Meetings							0	$ -		
Design Workshops (Four at 4 hours long)							0	$ -		
Design Review Meetings (Five at 2 hours long)	2						2	$ 435		
Subtotal:	2	0	0	0	0	0	2	$ 435	$ -	$ 435
Non-Contingency Totals:	263	76	411	193	104	93	1140	$ 174,287	$ -	$ 174,287

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
Progressive Design / Build

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

	Waterways Consulting							
	$169.93	$141.61	$175.60	$67.97		Labor		
Work Item	Senior Engineer	Project Engineer	Principal Geomorpholo gist	Clerical	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION								
1.1 - Project Management and Administration (Assume 16 months)					0	$ -	$ -	
Monthly invoices			20	16	36	$ 4,599	$ -	
1.2 - Plan Development and Document Management					0	$ -	$ -	
1.3 - Meetings					0	$ -	$ -	
Kick-off meeting			6		6	$ 1,054	$ 27	
Weekly PM meetings					0	$ -	$ -	
Bi-weekly project team meetings (32) (attend 20 @ 1 hours ea.)			20		20	$ 3,512	$ -	
1.4 - Project Schedule, Status Reports and Schedule Updates					0	$ -	$ -	
Subtotal:	0	0	46	16	62	$ 9,165	$ 80	$ 9,245
TASK 8 – ALTERNATIVES ANALYSIS								
8.7 - Flow Mitigation Alternative Evaluation and Documentation - Boeckman Creek					0	$ -	$ -	
8.7.1 - Identify Potential Alternatives for Flow Mitigation	10	4	10		24	$ 4,022	$ -	
8.7.2 - Site Investigation and Survey Coordination	8		8		16	$ 2,764	$ 53	
8.7.3 - Alternative Evaluation	8		8		16	$ 2,764	$ -	
8.7.4 - Documentation	10	8	16		34	$ 5,642	$ -	
8.8 - Channel Alternative Evaluation and Documentation - Boeckman Creek					0	$ -	$ -	
8.8.1 - Site Investigation and Survey Coordination	8	8	8		24	$ 3,897	$ 53	
8.8.2 - Alternatives Analysis for Creek Restoration	16	12	12		40	$ 6,525	$ -	
8.8.3 - Concept Drawings and Technical Memorandum for Creek Restoration	32	40	16		88	$ 13,912	$ -	
					0	$ -	$ -	
Subtotal:	92	72	78	0	242	$ 39,526	$ 106	$ 39,632

City of Wilsonville
Estimated Fees for Preconstruction Services
Boeckman Road Corridor Project
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	Waterways Consulting							
	$169.93	$141.61	$175.60	$67.97		Labor		
Work Item	Senior Engineer	Project Engineer	Principal Geomorpholo gist	Clerical	**Hours**	**Cost**	**Expenses**	**Subtotals**
TASK 11 SUBPROJECT 3 – BRIDGE AND CANYON CREEK INTERSECTION								
11.3 - Stormwater Management					0	$ -	$ -	
11.3.1 - Stormwater Management Design					0	$ -	$ -	
11.3.2 - Erosion Control Plans					0	$ -	$ -	
11.3.3 - Stormwater Management Report					0	$ -	$ -	
11.3.4 - Channel Restoration and Fish Passage Design					0	$ -	$ -	
11.3.4.1 - 30% Design for Creek Restoration	24	32	6		62	$ 9,663	$ -	
11.3.4.2 - Proposed Conditions Hydraulic Modeling	14	28	2		44	$ 6,695	$ -	
11.3.4.3 - 60% Design, Cost Estimate, and Preliminary Basis of Design Report	48	70	28		146	$ 22,986	$ -	
11.3.4.4 - Permitting Support	10	24	8		42	$ 6,503	$ -	
11.3.4.5 - 90% Plans and Specifications	50	32	4		86	$ 13,731	$ -	
11.3.4.6 - Final (100%) Plans and Specifications	10	16			26	$ 3,965	$ -	
Subtotal:	156	202	48	0	406	$ 63,543	$ -	$ 63,543
Non-Contingency Totals:	248	274	172	16	710	$ 112,234	$ 186	$ 112,420