

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Owner’s Representative – Water Treatment Plant O&M Project (“Project”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon and the **City of Sherwood**, a municipal corporation of the State of Oregon (collectively referred to as the “City”), and **Carollo Engineers, Inc.**, a Delaware corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently act as a technical and strategic advisor to the City in the City’s selection of and negotiation with a vendor to operate and maintain the Willamette River Water Treatment Plant according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than July 1, 2028, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project

Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant's authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant's Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed **Six Hundred Fifty Thousand Dollars (\$650,000.00)**, for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional Services beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 2**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed

claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

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

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

Section 5. City's Rights and Responsibilities

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 14**.

Section 6. City's Project Manager

The City of Wilsonville's Project Manager is Delora Kerber.

The City of Sherwood's Project Manager is Craig Sheldon.

The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

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

Section 8. Project Information

8.1. Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with

the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

8.2. Due to the nature of Consultant's role as technical and strategic advisor to the City in the City's selection of and negotiation with a vendor to operate and maintain the Willamette River Water Treatment Plant, the City shall furnish the Consultant available studies, reports, and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder; and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.

Section 9. Subcontractors and Assignments

9.1. Consultant shall not subcontract with others for any of the Services prescribed herein, assign this Agreement, or assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Agreement without the written consent of the City will be void. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 17** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

9.2. Unless otherwise specifically provided by this Agreement, a written consent granted in accordance with **Section 9.1**, or a valid amendment pursuant to **Section 17**, the City incurs no liability to third parties for any compensation (the City is not required to reimburse any costs for work performed by others on behalf of Consultant).

9.3. Consultant shall defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of **Section 11**, below, and meet the same insurance requirements of Consultant under this Agreement.

9.4. The City has the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant must cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible

time and within normal working hours. Consultant must furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

Section 10. Consultant Is Independent Contractor

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

Section 11. Consultant Responsibilities

11.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

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

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

Section 12. Indemnity

12.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or

reckless misconduct pursuant to this Agreement; the negligent acts, omissions, errors, or willful or reckless misconduct of any subcontractor hired by Consultant; all costs incident to Consultant's hiring of assistants or employees; or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 12.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

Section 13. Insurance

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

13.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Three Million Dollars (\$3,000,000)** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **Two Million Dollars (\$2,000,000)** per occurrence, Fire Damage (any one fire) in the minimum amount of **Fifty Thousand Dollars (\$50,000)**, and

Medical Expense (any one person) in the minimum amount of **Ten Thousand Dollars (\$10,000)**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

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

13.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **Two Million Dollars (\$2,000,000)**.

13.1.4. Workers' Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **Five Hundred Thousand Dollars (\$500,000)** each accident.

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

13.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in Commercial General Liability, Automobile Liability, and Excess Liability insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Auto Liability, and Workers Compensation policies shall be provided via ISO Form CG 2404 07 04 or its equivalent. The following is included as additional insured: "The City of Wilsonville, its

elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or non-renewal of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Services contemplated under this Agreement.

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

13.2. Primary Coverage. The coverage provided by the Commercial General Liability and Business Automobile Liability policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

14.1.3. By Consultant, effective upon seven (7) calendar days’ prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) calendar day period by the City. Withholding of disputed payment is not a default by the City.

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

the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Consultant fails to cure prior to expiration of the cure period, the Agreement is automatically terminated.

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

Section 15. Survival

Termination under **Section 14** shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. In particular, **Sections 9.3, 11.2, 12, 14.2, 18, 19, 20**, will survive the expiration of the term of this Agreement, or termination of this Agreement under **Section 14**.

Section 16. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) business days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase

or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 18. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 19. Property of the City

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

Section 20. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or three (3) calendar days after having been deposited in the United States mail as first class or certified mail, return receipt requested, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City of Wilsonville:	City of Wilsonville Attn: Delora Kerber, Public Works Director 29799 SW Town Center Loop East Wilsonville, OR 97070
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To City of Sherwood:	City of Sherwood Attn: Craig Sheldon, City Manager 22560 SW Pine St Sherwood, OR 97140
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To Consultant:	Carollo Engineers, Inc. Attn: Jennifer Belknap Williamson 760 SW 9 th Avenue, Suite 2000 Portland, OR 97205
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Section 21. Miscellaneous Provisions

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions,

representations, or agreements. In case of conflict among these or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

21.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

21.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

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

21.5. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including, but not limited to, laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

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

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

21.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

21.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

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

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

21.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

21.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

21.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

21.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

21.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

21.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party, and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

21.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

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

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

CONSULTANT:

CAROLLO ENGINEERS, INC.

By: _____

Name: _____

As Its: _____

CITY:

CITY OF WILSONVILLE

By: _____

Name: _____

As Its: _____

CITY:

CITY OF SHERWOOD

By: _____

Name: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

#26428-0
dir/water treatment plant/op-maint/owners rep/doc/psa owner's representative - wtp - carollo engineers inc (n9)).docx

EXHIBIT A

CITY OF WILSONVILLE

OWNER'S REPRESENTATIVE FOR WILLAMETTE RIVER WATER TREATMENT PLANT OPERATIONS AND MAINTENANCE

SCOPE OF WORK

PROJECT BACKGROUND

The City of Wilsonville (the City), in coordination with the City of Sherwood, is initiating a procurement to select an operations and maintenance (O&M) provider for the Willamette River Water Treatment Plant (WTP) in advance of the current contract expiration in June 2028.

The City requires Owner's Representative support to plan and execute a structured, defensible procurement process and to support a seamless transition to the selected operator. Carollo Engineers (Consultant) will provide project management, procurement advisory services, technical evaluation, and transition support to assist the City in selecting and implementing a long-term O&M service agreement.

CONSULTANT STATEMENT OF WORK

TASK 1 - Project Management

This task includes work related to the management, administration, and coordination of Consultant activities under the Contract. The Consultant shall provide overall project management to plan, coordinate, and control execution of the Owner's Representative services. This task establishes the framework for managing scope, schedule, cost, and communication, and supports alignment among the City, stakeholders, and project team throughout the procurement and transition process.

Project management services will include development of project controls, ongoing coordination with City staff, tracking of progress against schedule and budget, and proactive identification and resolution of issues that may impact project outcomes. The Consultant will maintain consistent communication and reporting to support informed decision-making and maintain schedule discipline.

These services will include the following activities:

- Establish project management systems, procedures, and communication protocols.
- Develop and maintain a detailed project schedule.
- Facilitate regular project meetings and coordination with City staff.
- Provide monthly progress reporting and invoicing.
- Implement quality control and quality assurance processes for all deliverables.
- Support preparation for and participation in meetings with City leadership and governing bodies.
- Participation in up to four (4) Council meetings (2 for each City), may be remote or in person.

Task 1 Deliverables

- Project Share Point site.
- Project Management Plan.
- Project schedule (baseline and monthly updates).

- Monthly progress reports.
- Meeting agendas and summaries.
- Action and decision logs.

Task 1 Assumptions

- The City will provide timely review of deliverables. Deliverable reviews will be completed within 10 business days unless otherwise agreed.
- Kickoff meeting will be attended in person at the City's office and will include a site visit on the same day.
- Monthly progress reporting assumes a monthly invoicing cycle.
- The scope includes bi-weekly project coordination meetings, each assumed to be 1 hour in duration, with at least two Consultant staff in attendance (either in person or remotely).
- Unless included in the tasks described below, additional coordination beyond defined meetings (including additional recurring meetings, extended meeting durations, or participation by additional staff) may require adjustment to scope, schedule, or budget.

TASK 2 - Procurement Strategy Development

The Consultant will lead development of the procurement strategy that will guide selection of an O&M provider. This task will establish the overall procurement framework, including evaluation approach, risk allocation, stakeholder alignment, and market engagement strategy to support a competitive and defensible procurement process.

The Consultant will develop a preliminary procurement strategy to frame key decisions prior to engagement with City stakeholders. The Consultant will facilitate a structured procurement strategy workshop to confirm the approach, including procurement structure, evaluation methodology, and risk allocation. The Consultant will support alignment among City staff, leadership, and decision-makers by identifying and addressing key concerns and priorities that may influence procurement decisions.

The Consultant will also develop internal and external stakeholder engagement strategies to support communication and coordination throughout the procurement process, including alignment with City leadership and governing bodies. All key decisions, assumptions, and rationale will be documented to establish a clear and defensible procurement record.

Task 2 Deliverables

- Procurement Strategy Memorandum.
- Procurement workshop materials and summaries.
- Procurement schedule.

Task 2 Assumptions

- Two procurement strategy workshops, two-hour duration each.
- Procurement strategy development is performed at a planning level and will not include detailed financial or legal analysis beyond supporting the recommended approach.

- The City will provide input on priorities, risk preferences, and procurement objectives.
- Engagement with City leadership (including Council-level coordination) will be limited to advisory support and preparation of materials; formal presentations or hearings beyond defined scope may require additional effort.

TASK 3 - Data Collection, Technical Evaluation, Asset Management

The Consultant will review existing documentation and perform technical evaluation of the Water Treatment Plant and current O&M practices to inform procurement requirements and asset management needs over the life of the future contract period. This task will establish a clear understanding of system performance and risks, as well as maintenance, asset renewal, and operational needs to support development of procurement documents and contract requirements.

The Consultant will evaluate historical operational data, existing contract terms, and available documentation to identify key performance trends, operational constraints, and risks. The Consultant will perform inspections and evaluate data to develop asset renewal and asset management requirements for the future contract period. Based on this evaluation, the Consultant will define technical requirements and develop a bridging document that clearly establishes performance expectations, roles, and responsibilities for the future O&M contract.

These services will include the following activities:

- Review existing O&M contract, operational data, and system documentation.
- Evaluate system performance, risks, and operational considerations.
- Define technical requirements and performance expectations. Define any additional duties required for the scope of the new O&M contract including regulatory or industry best practices that the City will adopt.
- Asset assessment of water plant to inform contract development and bridging documents, and identification of scope of future asset assessments to be performed during the contract period.
- Develop bridging documents to reduce ambiguity in procurement documents.

Task 3 Deliverables

- System assessment technical memorandum.
- Bridging document outlining performance requirements and operational expectations.

Task 3 Assumptions

- Consultant will rely on existing data provided by the City and focused field investigations.
- Data is assumed to be reasonably accurate and complete for planning-level analysis.
- Technical evaluation is conducted at a planning/bridging level, not detailed design.

TASK 4 - Request For Qualifications Development

The Consultant will develop and support the issuance of the Request for Qualifications (RFQ) to identify qualified O&M service providers. This task will establish qualification requirements and procurement expectations that align with market conditions and support strong participation from qualified firms.

The Consultant will define minimum qualification requirements based on procurement objectives, technical needs, and the current O&M market. The Consultant will also support early development of contract concepts, including key commercial terms and risk allocation considerations in coordination with the City's legal counsel, to provide clarity to prospective proposers and align expectations for subsequent procurement phases.

The RFQ will be structured to streamline submittal requirements and reduce proposer burden while maintaining sufficient information to evaluate qualifications effectively. The Consultant will coordinate with City staff and legal counsel to ensure alignment of procurement and contract objectives.

Task 4 Deliverables

- Draft RFQ.
- Final RFQ.
- Pre-Statement of Qualifications (SOQ) meeting (2 hours).
- RFQ addenda (as needed).

Task 4 Assumptions

- One draft and one final RFQ are included.
- Legal review will be provided by the City.
- Standard RFQ language for City will be included as the front end of the SOQ and RFQ documents.
- Number of addenda is assumed to be limited to two. Multiple questions and responses may be addressed in each addendum.

TASK 5 - Statements Of Qualifications Evaluation

The Consultant will support the evaluation of SOQ submittals and development of a shortlist of qualified proposers. This task will establish a consistent and defensible evaluation process aligned with procurement objectives.

The Consultant will develop evaluation criteria and tools, conduct reference checks, evaluate submissions for responsiveness and qualifications, and prepare a recommendation for shortlist selection.

These services will include the following activities:

- Support (e.g., communication with O&M firms, responses to questions, etc.) during the SOQ development process.
- Develop SOQ evaluation criteria, scoring tools, and matrix.
- Develop questions and standardized response form for reference checks.
- Conduct reference checks for proposers.
- Evaluate SOQs for completeness and qualifications.
- Evaluate proposer's financial viability and operational readiness as part of qualifications.
- Facilitate evaluation workshops with the City.
- Prepare evaluation summary and shortlist recommendation.

Task 5 Deliverables

- SOQ evaluation criteria and scoring materials.
- Reference check summaries.
- SOQ evaluation meeting materials.
- SOQ evaluation memorandum with shortlist recommendation.

Task 5 Assumptions

- Number of proposers is assumed to be up to five SOQs.
- Reference checks are limited to three per proposer.
- Evaluation workshops are limited to two 4 hour sessions.

TASK 6 - Request For Proposals Development

The Consultant will develop and support the issuance of the Request for Proposals (RFP) to solicit detailed technical, operational, and cost proposals from shortlisted firms. This task will define contract requirements and the evaluation structure to support selection of the preferred O&M provider.

The Consultant will prepare the RFP package, including draft contract documents, and support communication with proposers during the solicitation period.

These services will include the following activities:

- Prepare draft RFP package, including scope and draft O&M contract.
- Incorporation of the technical bridging documents developed under Task 3.
- Define evaluation criteria and submission requirements.
- Coordinate with legal counsel on contract terms.
- Facilitate proposer communications, including one-on-one meetings as appropriate.
- Finalize RFP and support issuance and addenda.

Task 6 Deliverables

- Draft RFP package based on City RFP template.
- Final RFP package.
- RFP addenda.

Task 6 Assumptions

- One draft and one final RFP package are included.
- City legal to provide legal services for the preparation of the Draft O&M Agreement. Consultant will provide technical support and coordination with the RFP package.
- Number of one-on-one proposer meetings is limited to one 60- or 90-minute meeting per proposer based on City input for schedule.
- Addenda are assumed to be limited to two. Multiple questions and responses may be addressed in each addendum.

TASK 7 - Proposal Evaluation

The Consultant will support the evaluation of proposals submitted in response to the RFP and provide recommendations for selection of the preferred O&M provider. This task will include technical, operational, and financial evaluation to support a transparent, consistent, and defensible selection process.

The Consultant will support the City in assembling and facilitating a multidisciplinary evaluation process that incorporates technical, operational, and financial perspectives. The Consultant will confirm and refine evaluation criteria, including validation of qualifications established during the RFQ phase, and will apply a structured, auditable evaluation methodology.

The Consultant will develop and apply a lifecycle cost evaluation approach, incorporating long-term operational, maintenance, and capital considerations to support decision-making. The evaluation framework will integrate technical capability, operational approach, and cost using a weighted scoring system designed to ensure consistency and transparency across all proposals.

The Consultant will facilitate evaluation workshops, support interview processes, and document the evaluation results to provide a clear and supportable selection recommendation.

Task 7 Deliverables

- Proposal evaluation criteria and scoring.
- Additional reference check/due diligence documentation as needed to supplement SOQ evaluation.
- Additional financial viability and operational readiness as needed to supplement SOQ evaluation.
- Proposal evaluation workshop and proposer interview materials.
- Proposal evaluation summary report.
- Selection recommendation memorandum.

Task 7 Assumptions

- Number of proposers assumed to be three.
- Interviews are limited to one round of 2 hour interviews.
- The City will participate in evaluation activities and provide input on scoring and final selection decisions. Consultant will support City evaluation with technical input but will not participate in independent scoring of the proposals.
- Lifecycle cost analysis will be performed at a planning level and based on proposer-submitted information; detailed financial auditing is not included.

TASK 8 - Contract Negotiation Support

The Consultant will support City legal counsel in the negotiation and finalization of the O&M contract. This task will ensure that technical, financial, and risk considerations are aligned with procurement objectives and reflected in the final agreement.

The Consultant will assist the City in evaluating proposed contract modifications, supporting negotiations, and preparing materials for decision-making.

These services will include the following activities:

- Identify key negotiation topics and strategy.
- Coordinate with City legal counsel during negotiations.
- Evaluate technical and financial impacts of proposed changes.
- Support refinement of contract documents.
- Assist with preparation of materials for City leadership and Council approval.

Task 8 Deliverables

- Updated technical attachments to contract documents.

Task 8 Assumptions

- Negotiations assume one preferred proposer.
- Includes negotiation meetings limited to five meetings, 2 hours in duration, with two Consultant staff in attendance (in-person or remotely).
- Legal negotiation is led by the City, with Consultant support.
- Negotiations with next preferred proposer(s) are excluded as a separate allocation of hours, however, if budget remains available Consultant will reallocate hours to support further negotiation within approved budget and scope.

TASK 9 - Transition Support

The Consultant will support transition from the existing operator to the selected O&M provider. This task will focus on maintaining continuity of operations and minimizing risk during transition.

The Consultant will develop a transition plan, facilitate coordination among stakeholders, and support implementation of transition activities.

These services will include the following activities:

- Develop transition plan and schedule aligned with contract requirements.
- Facilitate transition planning workshops.
- Define roles, responsibilities, and handoff requirements.
- Support coordination of data transfer, and operations and maintenance services.
- Monitor transition progress and support issue resolution.

Task 9 Deliverables

- Updated O&M documentation including Standard Operating Procedures (SOPs).
- Draft transition plan.
- Final transition plan.
- Transition schedule.
- Transition workshop materials and summaries.
- Transition tracking documentation.

Task 9 Assumptions

- Transition duration and level of effort depend on selected provider and contract structure, level of effort is assumed for a provider with a moderate transition effort.
- Consultant supports planning and coordination, not operational management.
- Implementation of transition actions is the responsibility of the City and operator.
- Number of transition workshops is limited to three.

TASK 10 - Time Sensitive Support

The Consultant will provide on-call advisory support to address time-sensitive or emerging issues throughout the procurement and transition process. Services under this task may include responding to City leadership requests, addressing procurement or negotiation issues, and supporting resolution of emerging risks.

Task 10 Deliverables

- Memoranda or technical documentation (as requested).
- Briefing materials.

Task 10 Assumptions

- Work under this task is performed on an as-requested basis.
- Total level of effort will be controlled through task authorization and budget tracking.

GENERAL ASSUMPTIONS

The following assumptions apply to this Statement of Work unless otherwise noted:

1. The Consultant will coordinate closely with City of Wilsonville and City of Sherwood staff to support timely decision-making and review cycles.
2. Deliverables will typically include one draft and one final version unless otherwise specified.
3. The City will provide timely access to available data, documentation, and stakeholders necessary to perform the work.
4. Meetings may be conducted in person or virtually, as agreed with the City.
5. The Consultant will document key decisions and maintain records sufficient to support a defensible procurement process.
6. The services to be performed by Consultant are intended solely for the benefit of the City of Wilsonville and City of Sherwood.

PROJECT SCHEDULE

The project schedule included in the original proposal has been updated to reflect revised dates and is provided as an Attachment to this Scope of Work. The schedule will be further refined and updated upon commencement of the work. It is assumed that work under this Scope will commence on July 24, 2026.

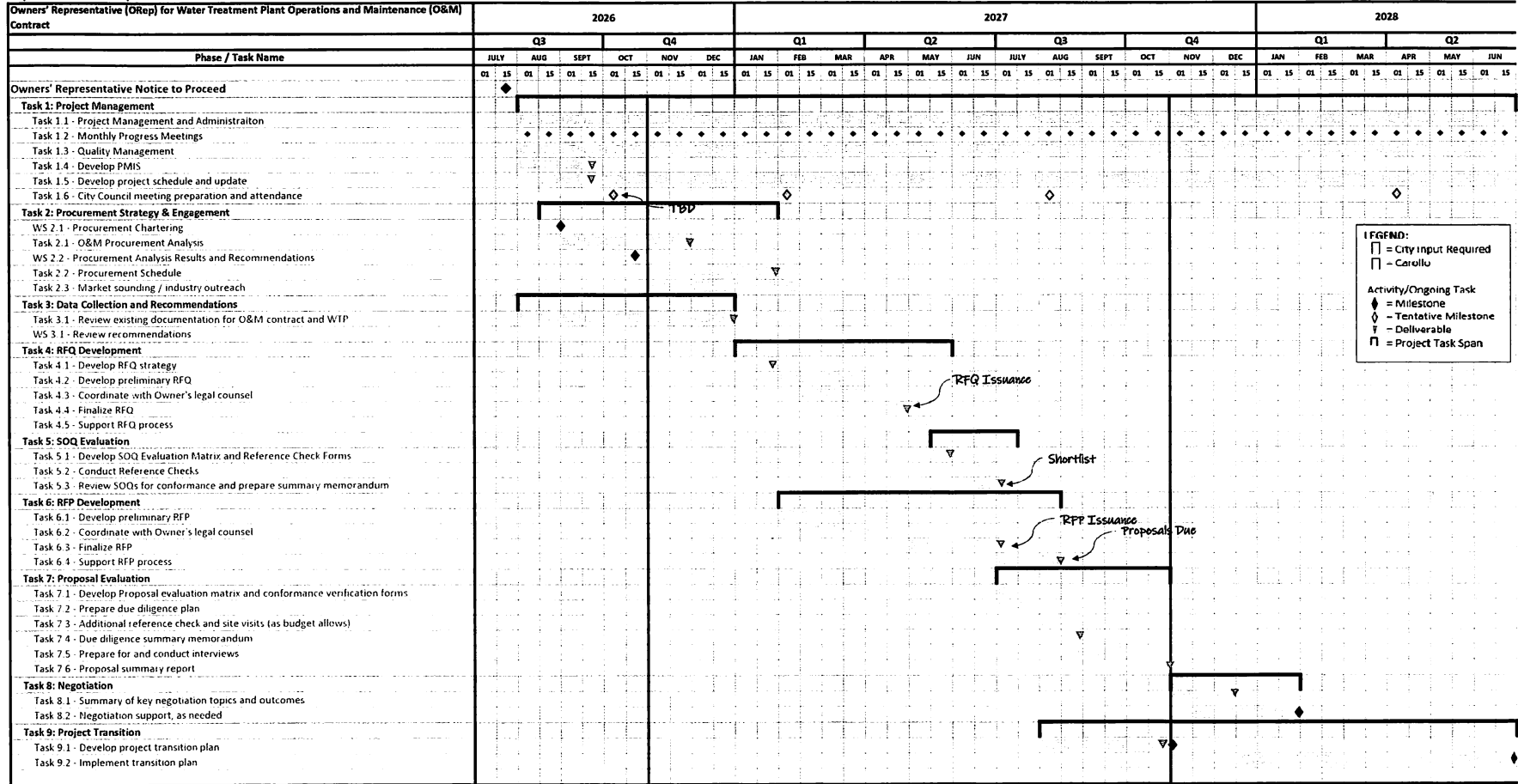


EXHIBIT B

WILSONVILLE O-Rep WTP Contract Ops LEVEL OF EFFORT																							
Carollo Engineers, Inc.																		Total Hours	Total Consultant Labor Cost	Other Direct Costs	COST	ESCALATION*	TOTAL COST
TASK / DESCRIPTION	Service Delivery Lead	Sr. Service Delivery Lead	Sr. Service Delivery Lead	Sr. Service Delivery Lead	Sr. Project Manager	Principal Operations Specialist	Design Manager I	Service Delivery Lead	Program Manager	Sr. Program Manager	Sr. Professional	Operations Lead	Project Manager	Project Services Administrator	Sr. Project Services Administrator	Project Professional	Document Processor II						
	Jennifer Bellnap	Kyle Rhoner	Ann Casey	Felicia James	Jude Grounds	Seth Goertz	Corey Kipp	Hannah Fodor	All Leeds	Erica Corbett	Alla Skaskovych	Ben Arnel	Erica Murphy	Cole Benak	Kris Maddox	Brian Crossley	Michelle Mattox						
	\$ 351.52	\$ 432.85	\$ 354.12	\$ 341.75	\$ 367.52	\$ 247.02	\$ 249.28	\$ 291.63	\$ 313.51	\$ 346.16	\$ 235.12	\$ 328.72	\$ 243.38	\$ 182.68	\$ 248.59	\$ 247.91	\$ 131.10						
Task 1 - Project Management	116	36	0	0	8	0	0	0	0	0	32	0	0	24	8	20	20	285	\$ 90,426.86	\$ 1,600.00	\$ 92,026.86	\$ 1,888.30	\$ 94,015.16
Task 2 - Procurement Strategy	32	56	0	0	0	8	0	30	0	4	24	0	12	0	0	0	8	174	\$ 57,305.94	\$ -	\$ 57,305.94	\$ -	\$ 57,305.94
Task 3 - Data Collection, Technical Evaluation, Asset Management	18	40	20	30	6	44	120	16	24	0	16	32	0	0	0	0	8	374	\$ 113,541.14	\$ -	\$ 113,541.14	\$ 537.46	\$ 114,078.60
Task 4 - RFQ Development	12	104	0	0	0	0	0	52	0	0	30	0	0	0	0	0	8	206	\$ 72,621.80	\$ -	\$ 72,621.80	\$ 1,278.58	\$ 73,900.38
Task 5 - SOQ Evaluation	52	56	0	0	0	0	0	0	0	0	108	0	0	0	0	0	0	216	\$ 68,343.60	\$ -	\$ 68,343.60	\$ 2,948.52	\$ 70,392.12
Task 6 - RFP Development	32	96	0	12	0	8	8	0	0	0	48	0	0	0	0	0	12	216	\$ 73,929.48	\$ -	\$ 73,929.48	\$ 2,993.02	\$ 76,022.50
Task 7 - Proposal Evaluation	26	60	8	0	0	16	24	0	0	0	76	8	0	0	0	0	8	226	\$ 70,224.84	\$ 800.00	\$ 71,024.84	\$ 2,104.90	\$ 73,129.74
Task 8 - Negotiation, Contracting	16	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	76	\$ 31,595.32	\$ 800.00	\$ 32,395.32	\$ 1,103.70	\$ 33,579.11
Task 9 - Transition Support	4	4	0	0	4	8	0	32	0	0	8	8	40	0	0	0	0	108	\$ 30,673.00	\$ -	\$ 30,673.00	\$ 1,255.23	\$ 31,928.23
Task 10 - Strategic, Time-Sensitive Support	20	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	\$ 24,344.40	\$ 209.00	\$ 24,553.40	\$ 1,094.82	\$ 25,648.22
Total	328	574	28	42	18	84	152	130	24	4	342	48	52	24	8	20	64	1,942	\$ 633,006.38	\$ 3,409.00	\$ 636,415.38	\$ 13,564.62	\$ 650,000.00

Notes:
*Escalation is based on 3% per year and hours allocated for work planned in 2027 and 2028.