

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the WWTP Backup UV System Replacement Project (“Project”) is made and entered into on this ____ day of January 2025 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Brown and Caldwell, Inc.**, a California corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the design services 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 June 30, 2027, 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

EXHIBIT A - RESOLUTION NO. 3175

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. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- (a) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- (b) was available to Consultant on a non-confidential basis prior to its disclosure by City;
- (c) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify City and shall cooperate with City prior to disclosure so that City may take necessary actions to protect such confidential information from disclosure.

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-TWO THOUSAND FORTY-NINE DOLLARS (\$652,049.00) 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. Consultant's rate schedule may be updated annually, but any percentage increase in such rates may not exceed the percentage increase between the Consumer Price Index ("CPI"), for the area "West - Class A," from the date of the most recent rate schedule update (if the rate schedule has been increased) or the Effective Date (if the rate schedule has not yet been updated). If the CPI described above is discontinued, such other governmental index or method of computation that replaces it or which is substantially comparable to it will be used.

EXHIBIT A - RESOLUTION NO. 3175

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 17**.

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

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

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

Section 5. 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 2024-25. 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 15**.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

Consultant's Project Manager is Tim Mills. 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

EXHIBIT A - RESOLUTION NO. 3175

from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

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

Section 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not 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. 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). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

10.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall 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 shall 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.

10.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

EXHIBIT A - RESOLUTION NO. 3175

Section 11. Consultant Is Independent Contractor

11.1. 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.

11.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. 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 Consultant.

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

Section 12. Consultant Responsibilities

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

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

EXHIBIT A - RESOLUTION NO. 3175

Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

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

Section 13. Indemnity

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, 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 13.2**. 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.

13.2. 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 and within the prescribed timeframe.

Section 14. Insurance

14.1. 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:

EXHIBIT A - RESOLUTION NO. 3175

14.1.1. 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, 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 **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

14.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the work hereunder with a limit of no less than **\$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.

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

14.1.4. 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 **\$500,000** each accident.

14.1.5. 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.

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant’s liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant’s Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its

EXHIBIT A - RESOLUTION NO. 3175

equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 07 04 or its equivalent shall be provided. 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 its subcontractors performing any of the Services contemplated under this Agreement.

14.1.7. 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 non-renewal in insurance coverage, as provided above.

14.2. Primary Coverage. The coverage provided by the policies referenced in Section 14.1.1 and Section 14.1.3 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 15. Early Termination; Default

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

15.1.1. By mutual written consent of the parties;

15.1.2. 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

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

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

EXHIBIT A - RESOLUTION NO. 3175

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.

15.3. 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.

15.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 19**, for which Consultant has received payment or the City has made payment.

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. "Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

EXHIBIT A - RESOLUTION NO. 3175

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. As-Builts/Property of the City

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

Section 20. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
 Attn: Mike Nacrelli, Senior Civil Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Brown and Caldwell, Inc.
 Attn: Tim Mills
 6500 S Macadam Ave., Suite 200
 Portland, OR 97239

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.

EXHIBIT A - RESOLUTION NO. 3175

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. 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.

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

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

21.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover reasonable attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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,

EXHIBIT A - RESOLUTION NO. 3175

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.

[Signature page follows.]

EXHIBIT A - RESOLUTION NO. 3175

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

CONSULTANT:

CITY:

BROWN AND CALDWELL, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

Stephanie Davidson, Assistant City Attorney
City of Wilsonville, Oregon

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Exhibit A Scope of Work

6500 S Macadam Avenue, Suite 200
Portland, OR 97239
503.244.7005

Wilsonville WWTP UV Disinfection System Replacement: Detailed Design and Services During Construction

City of Wilsonville, Oregon

Project Overview

The City of Wilsonville (City) Wastewater Treatment Plant (WWTP or plant) treats wastewater with a conventional process, disk filtration, and ultraviolet (UV) light disinfection. Treated water exits the plant and flows to the Willamette River. As part of a secondary treatment process upgrade constructed in the early 1990s, a TrojanUV4000 disinfection system was installed. In 2014, a second UV channel was added. This new channel contains a Veolia (then Ozonia) Aquaray 3X HO vertical-lamp UV system (Aquaray system). This unit currently operates as the primary disinfection system.

In 2022, Trojan informed the City the TrojanUV4000 system would no longer be supported. Additionally, the system no longer functions due to a malfunction associated with the human-machine interface. Given the lack of replacement parts and high costs associated with maintenance-related to the termination of vendor support, the City has not attempted to repair the system. When complete, this project will replace the TrojanUV4000 with a new UV disinfection system, which will become the new primary disinfection system. A flowmeter upstream of this new system will also be added.

Brown and Caldwell's (BC) scope of work for the Wilsonville WWTP UV Disinfection System Replacement is organized into the following phases and tasks:

Phase 100 Project Management

Objective Manage the City's UV Disinfection System Replacement Project during Detailed Design and Construction.

Activities This task includes the following activities:

Prepare and maintain project management documents including a detailed schedule, task budgets, listing of deliverable products, and fieldwork safety plan.

Document meeting decisions and action items, assign the activities to team members, and follow-up to ensure timely resolution.

Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion; manage activities within total project budget.

Monitor project activities for potential changes, anticipate changes whenever possible, and with City approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.

Following notice to proceed, facilitate and attend a project kickoff meeting with the City (Level of Effort [LOE] assumes a 1-hour virtual meeting attended by up to five BC staff).

Develop a project-specific Project Management Plan (PMP).

Attend regular construction meetings and pre-scheduled construction meetings such as the preconstruction meeting (LOE assumes a 1-hour weekly meeting during construction attended by two BC staff).

Prepare and submit monthly progress reports and invoices.

Deliverables The deliverables for Phase 100 include:

Monthly invoices and progress reports

Kickoff meeting agenda and minutes

Phase 200 Pre-Purchase Evaluation

Objective Facilitate a request for proposals (RFP) approach using Oregon’s Competitive Sealed Proposal process to select the UV system equipment for this project.

Task 201 Alternatives Evaluation

Activities This task includes the following activities:

Evaluate the cost and benefit of alternative procurement strategies to best deliver the project.

Review procurement options with the City to determine which approach is optimal to achieve the overall project goals.

Provide recommendations regarding four procurement types for consideration, including Conventional Procurement: Open Bid, Conventional Procurement: Sole Source, Equipment Preselection, and Equipment Pre-procurement

After review and discussion with the City, recommend a single procurement type best fit for the project.

Task 202 Develop RFP

Activities In the case that the Equipment Preselection strategy is adopted, this task will be utilized for RFP development and includes the following activities:

Prepare a pre-purchase package the City can use to competitively bid procurement of the replacement UV system.

Develop a design package that contains drawings and specifications required for the City to secure bids from manufacturers including, at a minimum, the mechanical drawings and specification for the UV system and relevant general specifications.

Revise draft pre-purchase package per City comments and submit a final package to the City for distribution to UV manufacturers.

Task 203 Evaluate Results

Activities If the Equipment Preselection strategy is adopted, this task will be used for manufacturer proposal review and includes the following activities:

Support the City in implementing a competitive equipment procurement process for the UV equipment that is consistent with City requirements and State of Oregon guidelines for equipment.

Provide written responses to questions from equipment proposers.

If necessary, to be authorized by the City, update the lifecycle cost evaluation performed in the pre-design with cost information provided with manufacturers' proposals.

Assist the City in evaluating manufacturers' proposals.

If multiple equipment proposals are received, provide a recommendation for the system deemed most suitable for the project.

Phase 300 Detailed Design

Objective Develop a replacement UV system design and cost estimate for the City. Submit working documents to the City for review at the 60 and 90% levels.

Task 310 60% Design

Objective Develop a 60% level design of the replacement UV system and associated upstream channel modifications. Identify key design components that are critical or time sensitive to avoid delays or changes later in design. The design will include drawings and specifications developed to approximately 60% completion.

Activities This task includes the following activities:

Review preliminary design and confirm requirements for installation of the replacement system (e.g., channel dimensions, electrical and SCADA connections, drains, adequacy of shade structure, etc.).

Convert available record drawings and survey information to AutoCAD format.

Complete a site visit (up to three BC staff to attend).

Develop 60% design drawings, including:

- General sheets, including cover, drawing index, legend, notes, abbreviations, hydraulic profile, and site plan
- Civil sheets, including civil legend, standard details, influent pipeline demolition plan, and yard piping plan
- Structural sheets, including structural details, channel infill, and grating layout
- Mechanical sheets, including mechanical legend and details, demolition plan, replacement UV system plan and sections, and flowmeter vault plan and section
- Electrical sheets, including electrical legend and details, one-line diagram, demolition plan, replacement UV system power plan, riser block diagram, flowmeter vault electrical plan, and electrical room plan and section
- Instrumentation and controls (I&C) sheets, including instrumentation legend and symbols, demolition plan, and replacement UV system and flowmeter vault P&ID

Develop a Class III construction cost estimate based on the 60% design.

Develop the complete specifications package to a 60% level of completion, including a preliminary control narrative. Specifications will also include requirements for functional/acceptance testing, operator training, and integration of the replacement UV system with the SCADA system.

Facilitate and attend a design review meeting (LOE assumes a 2-hour virtual meeting attended by up to five BC staff).

Prepare a record of response indicating how City comments were (or were not) incorporated into the design with appropriate written response and action items.

Coordinate with Energy Trust of Oregon on development of a project-specific energy incentive. This task will include energy savings calculations, eligible cost calculations, coordination, and meetings.

Deliverables The deliverables for Task 310 include:

- 60% design drawings as PDFs
- Preliminary specifications as PDFs
- Construction cost estimate as a PDF
- Meeting minutes for the 60% review meeting
- Written responses to City comments on the 60% design

Task 320 90% Design

Objective Develop a 90% level design of the replacement UV system, incorporating City comments provided at the 60% design level.

Activities This task includes the following activities:

- Develop a Class II construction cost estimate based on the 90% design.
- Develop 90% design drawings.
- Develop specifications governing the procurement of the replacement UV system to a 90% level of completion, including a preliminary control narrative.
- Facilitate and attend a design review meeting (LOE assumes a 2-hour virtual meeting attended by up to 5 BC staff).
- Prepare a record of response to City comments and how they were (or were not) incorporated in the design with appropriate written response and action items.

Deliverables The deliverables for Task 320 include:

- 90% design drawings as PDFs
- Preliminary specifications as PDFs
- Construction cost estimate as a PDF
- 90% review meeting minutes
- Written responses to City comments on the 90% design

Task 330 Final Design

Objective Develop a final design of the replacement UV system, incorporating City comments at the 90% design level.

Activities This task includes the following activities:

- Develop a Class I construction cost estimate based on the 100% design.
- Develop 100% design drawings.
- Develop specifications to a 100% level of completion.

Deliverables The deliverables for Task 330 include:

- 100% design drawings and specifications as PDFs
- Construction cost estimate as a PDF

Phase 400 Bidding Assistance

Objective Provide assistance to the City during the advertisement and bidding period.

Task 401 Bid Period Assistance

Activities This task includes the following activities:

Prepare stamped bid documents for distribution to qualified bidders once the City has approved the final design documents.

Coordinate, prepare, and provide information (written explanations, sketches, and drawing updates) to support the City PM's efforts to address bidder questions.

Prepare up to two formal addenda and provide draft and final versions of each to the City for review.

Prepare conformed design drawings and specifications incorporating formal addenda.

Attend a pre-bid meeting. LOE assumes a 2-hour meeting attended by two BC staff.

Deliverables The deliverables for Task 401 include:

Final bid drawings and specifications as PDFs (the Contract Documents)

Draft and final versions of up to two addenda

Up to ten responses to questions related to the Contractor bid

Conformed design drawings and specifications as PDFs

Phase 500 Services During Construction

Objective Provide office engineering services during the construction phase of the project to support the City's construction management.

Task 501 Submittals and Requests for Information (RFIs)

Activities This task includes the following activities:

Review Contractor submittals and provide written comments to the City's PM. The reviews typically do not include review and comment on Contractor's means and methods, verification of dimensions on shop drawings, or coordination of shop drawings with other submittals provided by the Contractor (LOE assumes roughly 60 submittal responses at 4 hours each on average).

Provide written responses to RFIs from the Contractor and the City's PM (LOE assumes roughly 40 RFI responses at 4 hours each).

Deliverables Written responses to submittals and RFIs

Task 502 Design Clarifications

Activities Provide clarifications and interpretations to drawings and specifications by developing sketches or drawing markups, to clarify the intent of the drawings and specifications (LOE assumes four design clarifications at 8 hours each).

Deliverables The deliverables for Task 502 include:

Drawing and specification markups

Clarification sketches

Task 503 Change Order Evaluations

Activities This task includes the following activities:

Assist the City’s PM in evaluating change orders submitted by the Contractor (LOE assumes four change orders at 8 hours each).

Determine merit and reasonableness of cost proposals and confirm any requested time extensions.

Deliverables Written recommendations regarding Contractor change orders as needed

Task 504 Site Visits

Activities This task includes the following activities:

Support a Pre-Construction meeting, including presenting an overview of the project, which emphasizes O&M coordination requirements

Observe the work underway and determine whether the completed work is in general compliance with the contract documents.

Observe performance testing and commissioning oversight of the UV system. LOE assumes 40 hours is required for this task

Attend on-site construction meetings as needed.

Assist with startup and commissioning of new systems.

Except for performance testing and commissioning, LOE assumes five, 4-hour visits to the site including two BC staff for each visit

Deliverables The deliverables for Task 504 include:

After each site visit, a brief trip report describing the observations will be submitted to the City’s PM.

Commissioning reports will also include a statement confirming the acceptable operation of the new system.

Task 505 Construction Observation

Activities This task includes the following activities:

Inspect construction activities for 16 hours/week for 12 weeks of construction

Keep the City’s PM and Engineer generally informed of the progress of the Work and act as a liaison between the Contractor, City, and Engineer.

Keep detailed records of construction activities.

Call the Contractor’s attention to deviations from, or non-compliance with, the Contract, rejecting defective materials, and documenting these types of deficiencies.

Attend regular construction meetings and other special construction meetings such as commissioning meetings while on-site.

Coordinate any special Observations

Deliverables The deliverables for Task 505 include:

Observation Daily Reports

Preconstruction photographs, routine construction photographs, and post construction photographs

Documentation of contract deviations

Task 506 Record Documents

Activities This task includes the following activities:

Prepare record drawings of the final construction using the latest revised drawing versions maintained by BC along with drawing markups of construction changes provided by the Contractor.

Within 30 days after receipt of the Contractor's as-built drawings, submit draft record drawings for City review

Revise draft record drawings per City comments within 14 days of receipt of City comments

Update the Wilsonville Wastewater Treatment Plant Operations and Maintenance (O&M) Manual per the revisions to the UV system

Deliverables The deliverables for Task 506 include:

Draft and final project record drawings

Written responses to any City comments on draft record drawings

Draft and final updates to the WWTP O&M manual

Task 507 Miscellaneous Construction Assistance

Activities This task is an allowance for additional construction activities not otherwise covered under Task 500 and may include the following activities:

Assistance with informal questions or comments from the City or the Contractor

Participation in construction meetings outside of the regularly scheduled and pre-scheduled meetings

Recommendations regarding any impacted facilities or systems beyond the facilities or systems included in the contract design documents

Assistance with other unanticipated issues resulting from construction activities or regular plant operations

LOE assumes four issues will require assistance at 8 hours each

Deliverables Written and pictorial recommendations as required

Phase 600 Quality Assurance and Quality Control

Objective Conduct Quality Assurance/Quality Control (QA/QC) for the project.

Activities This task includes the following activities:

Develop a project-specific Quality Management Plan (QMP) to provide a framework for technical oversight during development of work products and to provide a timeline for review of work products produced in this scope.

Review comments from senior technical staff, which will be resolved to the QA/QC team's satisfaction prior to submitting deliverables to the City.

The QMP will:

- Define roles and responsibilities for each QA/QC team member.
- Document that written deliverables have been reviewed.
- Document that all QA/QC team review comments have been addressed including the design team's written responses to review comments and associated resolution.

Assumptions

The following are assumed in determining the Scope of Services:

Design

- As-built drawings are accurate and indicate existing constructed facility including underground utilities. Additional effort will be required if as-built vary from field conditions.
- The opinions of probable costs will be prepared to industry standards based upon the level of detail available at the time of the estimate. The estimate will be subject to many influences including, but not limited to, unknowns and undefined details, price of labor and materials, schedule impacts, unknown or latent conditions of existing equipment or structures, and time or quality of performance by others.
- Meeting and workshop participants may attend virtually.
- Structural Engineering: Structural modifications that are required will be designed in compliance with the Oregon Structural Specialty Code. However, seismic upgrades to existing facilities that will be modified under this project are not anticipated and seismic evaluations of these structures is therefore excluded from the scope of engineering services.
- Available geotechnical information and calculated soil bearing pressures in the vicinity are accurate and are sufficient for design purposes. Additional geotechnical investigation is not required for this project.
- The City will be responsible for construction management and will review and respond to all Division 0 submittals such as progress schedules and monthly progress payments. The City will distribute submittals and RFIs to BC for review and comment via email.
- BC standards will be used for CAD and specifications. Design will be completed using CAD 2-D drawings.
- The new UV system will be designed to meet the existing permit requirements.
- RFP will be sent to a minimum of two manufacturers and no more than three manufacturers. Only known manufacturers will be included. No detailed cost estimates will be performed for the proposal evaluation. Capital costs will be developed using vendor budgetary costs, estimates of construction costs, and assumed markups.
- UV anchor requirements provided by equipment manufacturer.
- The new UV system will consist of low-pressure, high-efficiency UV lamps.
- UV equipment weight is assumed to be a minimal load addition to the channel as compared to the channel full of water. Only a partial review of existing design is anticipated to determine bearing pressure changes.
- Modification to existing channel will likely include thickening of one or both walls to accommodate the UV system and raising of the channel floor. Channel dimensions are assumed to be consistent with as-built drawings and that the new UV system will not require widening or deepening of the channel.

Electrical and I&C

- Any additional electrical conduits required will fit within existing duct banks. The construction of additional duct banks is not anticipated to be required. The engineer has not verified spare conduits that may be used as a part of the design.
- It is assumed that sufficient space is available within the existing electrical rooms and by the existing UV channels to support the new UV system's required distribution and vendor-provided panels, and that the existing electrical distribution equipment has sufficient space and capacity to support the new UV system loads without modification/upgrade. Existing available spaces and spares within the existing equipment will be used.

- The existing plant control panel(s) has sufficient space and PLC processor memory and spare I/O capacity to support the UV upgrade.
- The existing WWTP generator system is assumed to be sufficient to maintain power to the proposed UV system during utility outages based on initial assessment. Uninterruptible power supply is not required for the UV system.
- Electrical design is limited to electrical system and elements associated with the UV disinfection system—it does not include upgrades to the existing electrical utility, distribution, or backup power systems.
- Electrical design does not include any work related to site lighting, security, fire alarm, or lightning protection.
- A power system study is not included in the scope. Standard specification for a study to be conducted during construction is included. Condition assessments of equipment and any Arc flash hazard and short circuit studies, overcurrent protection device settings, and arc flash hazard labeling for the new equipment will be provided by the Contractor, as part of the contract requirements
- Conduit routing will not be shown on the drawings but will be field determined by Contractor. Conduit home runs will only be shown on the drawings.
- Cable and conduit schedules will not be provided. Electrical and control circuit wiring, cables, and conduit shall be shown on the block diagram.
- Vendor will provide schematics, wiring diagrams, interconnection diagrams, electrical layouts and panel drawings of sufficient detail and quality to guide the Contractor in the installation of the Vendor-provided electrical system and equipment and field wiring terminations between equipment and vendor panels. I&C wiring diagrams, schematics, interconnection diagrams, and network diagrams specifying field wiring terminations at vendor-supplied equipment are not required.
- Data exchange between the UV vendor package and plant SCADA will be via Ethernet data exchange using a protocol compatible with the existing plant SCADA and without use of a gateway module. Hardwired control and monitoring of the UV vendor package is not required.
- The UV controller will be required to follow selected minimum City requirements to facilitate data exchange between the UV PLC and the plant SCADA system.
- The City will contract with a system integrator to perform all SCADA/PLC programming and graphic development associated with the UV upgrade. BC will coordinate with the UV vendor to prepare control strategies for use by the system integrator.

Bidding and Construction

- Bidding will be facilitated through electronic services and electronic documents on a platform hosted by the City and is expected to be open for 30 days.
- The City's PM will lead resolution of disputes and construction claims submitted by the Contractor. Consultant will provide technical support as requested to address submitted disputes and claims.
- A short outage for cutover of the existing effluent flow meter (compliance flow meter) to the City's new UV Programmable Logic Controller will be required during construction. The Contractor will be required to coordinate and schedule cutover with the City and plant operations.
- The 1-day field verification efforts include up to four BC engineers (mechanical, structural, electrical, and I&C) to observe actual conditions, modify record drawings as appropriate, and interview operators. It is assumed that the 1-day effort may not provide all necessary information and is not meant to result in detailed as-built drawings. It is assumed plant staff will help with any additional verification as needed.

EXHIBIT A - RESOLUTION NO. 3175

- The specifications will include requirements for the Contractor to hire a system integrator to provide programming for the SCADA.
- Construction schedule development not included.
- Full-time site Observations are not included in this SOW. Periodic site Observations shall be provided.
- Construction observation will be partially completed by the City.
- The following items are excluded from this scope of work:
 - Video surveillance
 - Gate/door access systems using card readers
 - General/site security
 - Telephony
 - Paging
- BC will not attend, in person, any factory acceptance testing at the UV equipment manufacturer's production facility.

Project Schedule

Phase	Timeline
Notice to Proceed	February 17, 2025
Pre-Purchase Evaluation	Mar - May 2025
60% Design	Jun - Sep 2025
90% Design	Oct 2025 - Jan 2026
Final Design	Feb- Mar 2026
Bidding Assistance	Apr - May 2026
Services During Construction	Jun - Dec 2027

Exhibit B - Rate Schedule

City of Wilsonville WWTP Backup UV System Replacement Design

Phase/Description	Project Manager	Project Analyst	Principal in Charge	Design Manager	Sr Project Engineer - Civil	Jr Project Engineer - Civil	Designer - Civil	QA/QC - Civil	QA/QC - Electrical & Instrumentation	Sr Project Engineer - Proc Mech	Jr Project Engineer - Proc Mech	Designer - Proc Mech	QA/QC - Proc Mech Design	Sr Project Engineer - Structural	Jr Project Engineer - Structural	Designer - Structural	QA/QC - Structural	QA/QC - Constructability	Hydraulics	BIM Lead	BIM Manager	Cost Estimating	QA/QC - Cost Estimating	Energy Incentives	Miller	Field Engineer	Word Processing	Total Hours	Total Labor Effort	Landed Consulting	Markup %	BC Expenses	Total Expenses	Total Labor Effort (Labor Expenses)		
Phase Description																																				
100 Project Management	30	28	139	307	180	175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
101 PM during Design and Construction	50	16	0	0	110	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
102 PM during Bidding and Construction	20	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
200 Pre-Purchase Evaluation	12	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
201 Alternatives Evaluation	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
202 Develop RFP	4	0	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
203 Evaluate Results	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
300 Detailed Design	32	10	0	0	90	49	72	44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
301 General Design & Coordination	30	10	0	0	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
302 Civil Design	0	0	0	0	0	49	72	44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
303 Structural Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
304 Process Mechanical Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
305 Electrical and I&C Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
306 CAD/BIM Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
307 Engineer's Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
308 Energy Incentives	2	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400 Bidding Assistance	4	0	0	0	6	4	6	0	0	2	6	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
401 Bid Period Assistance	4	0	0	0	6	4	6	0	0	2	6	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
600 QA/QC	2	0	0	4	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	178	38	4	4	505	75	142	54	9	64	206	303	152	24	52	138	44	8	70	16	125	24	108	6	40	28	154	58	2,625	\$574,824	\$58,500	\$2,825	\$15,800	\$77,225	\$552,049	
<p>Notes: valid through December 31, 2025.</p> <p>1. Miscellaneous project expenses (CAD computers and printers, software licenses, color graphics, copying, printing, etc.) are included in the hourly rates and not billed separately.</p> <p>2. All other costs are based on the US Standard mileage rate, currently \$0.20 per mile.</p> <p>3. All labor and dollars are rounded to nearest whole number.</p> <p>4. Labor budgets include escalation for work performed after January 1, 2026.</p>																																				
<p>Brown and Caldwell, Inc. 6501 S Meadeam Ave Suite 200, Portland, OR 97239 503 533720</p>																																				