

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Stafford Road Improvements Project (“Project”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **DOWL, LLC**, a Delaware limited liability company (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform engineering 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 April 22, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

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

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

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed SIX HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED NINETY DOLLARS AND FIFTY-SEVEN CENTS (\$682,290.57), based on the rates set forth in the Rate Schedule attached as **Exhibit B**, 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 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 Andrew Barrett. 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 Bob Goodrich. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

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

Section 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

10.1. Consultant shall not 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.

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 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 resulting or allegedly resulting from 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:

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, 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 **\$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 occurrence 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 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 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 major modification of the insurance policies required

hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Services contemplated under this Agreement.

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, requesting the carrier to notify the City of any termination or change in insurance coverage, as provided above.

14.2. Primary Coverage. The coverage provided by these 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 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 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) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 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-Built/Property of the City

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

Section 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: Andrew Barrett, Capital Projects Engineering Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: DOWL, LLC
Attn: Bob Goodrich
5 Centerpointe Drive, Suite# 350
Lake Oswego, OR 97035

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. 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. Except with regard to Consultant's defense obligations in Section 13.1 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, each party shall be responsible for its own 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, 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:

DOWL, LLC

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney
City of Wilsonville, Oregon

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Stafford Road Improvements Project # 4219, 2111, 1158

SCOPE OF WORK

Project Scope:

SW Stafford Road is an existing major arterial roadway that acts as a gateway into Wilsonville from the currently rural Stafford Road area and I-205 corridor. The existing areas surrounding SW Stafford Road are in the process of being developed with a mix of residential uses and future planned residential areas that are currently undeveloped or rural. The existing SW Stafford Road between SW Advance Road/SW Boeckman Road and SW Kahle Road is characterized by varying widths of right-of-way, generally consisting of rural, unimproved frontage with no access for pedestrians and limited considerations for cyclists. Urban upgrades are needed to improve multi-modal connectivity by adding bike lanes, sidewalks, and turn lanes that accommodate access to existing and planned adjacent neighborhoods.

This project scope of roadway improvements includes completing 30% Design for:

- Widening approximately 2,600 feet SW Stafford Road from SW Advance Road/SW Boeckman Road (SWAB intersection) to SW Kahle Road to meet current City standards for a major arterial and the requirements of the Frog Pond East and South Master Plan.
- Improving the SWAB intersection to connect to the new roadway improvements on Stafford Road, including assessment of protected bike lane intersection.
- Two roundabouts on Stafford Road: One at SW Brisband Street and one at SW Kahle Road. Each roundabout must include a gateway feature.
- Designing an enhanced pedestrian crossing and access control islands at Frog Pond Lane.

In addition to roadway improvements, this project includes extension of a 12-inch sanitary sewer pipeline and 12-inch potable water pipeline, as well as undergrounding of overhead utilities and relocation of Portland General Electric high voltage transmission lines on SW Stafford Road between the SWAB intersection and SW Kahle Road. Southern connection limits for each utility are based on [information on the City website](#).

Once the 30% Design is complete, the City will decide which project elements to advance into final design and construction. Once that decision is confirmed, a contract amendment will be prepared to complete the project design.

Organization of Work Tasks:

The following work tasks are provided to develop an effective and comprehensive project delivery plan and provide a basis for the level of effort and design fee required for successful project delivery.

Task 1: Project Management

Consultant shall provide management and coordination for the tasks included in this Scope. Consultant shall manage Services performed by Consultant's staff and sub-consultants. Consultant shall coordinate with the City on work tasks performed by others. Project duration is assumed to be 9 months for the base tasks identified in this SOW.

1.1 Project Management and Coordination

Consultant shall provide project management and design oversight for the consultant team. Consultant shall prepare and maintain a milestone delivery schedule in Microsoft Project format. Consultant shall maintain a project decision log to collect City design input, document key decisions and track the resolution of design issues.

Consultant shall plan and direct Quality processes in accordance with Consultant's existing Quality Management Program (QMP), including the development of a Project Quality Plan (PQP). The PQP will identify the quality control and senior reviews for project deliverables. Consultant shall keep the City apprised of work progress, project issues, resolutions and changes affecting the design, schedule or project budget on a regular basis.

Consultant shall submit a monthly invoice and progress report. Consultant shall maintain a project file, which must include engineering computations, assumptions, meeting agendas and minutes, working drawings, correspondence and memoranda. For budgeting purposes, the project duration for the scope of services in this contract is anticipated to last no more than 12 months.

1.2 Project Meetings

Consultant shall prepare and lead meetings as described below. The purpose of these meetings is to identify and document the Project goals, objectives and design preferences; to establish an efficiency and design quality; to understand stakeholder concerns and regulatory approval requirements; and to promote accurate communications between the City and the consultant team. Meetings shall take place by Microsoft Teams, unless noted otherwise. Consultant shall prepare an agenda and a summary for each meeting, unless noted otherwise.

- PM Check-ins – Up to two Consultant staff shall meet with the City PM monthly to review progress, address questions, and review overall project direction. No agendas or summary will be prepared. Instead check-ins will be documented informally via email.
- Project meetings – Up to four Consultant staff shall meet with the City for a kickoff meeting and two periodic meetings, for up to one hour each, to discuss the work plan, project schedule, design criteria, alternatives analysis, project issues, and/or design decisions.
- Developer coordination meetings – Up to two Consultant staff shall meet with the City and Frog Pond East developer's team up to two times for up to one hour each to coordinate project schedules and design features. These meetings will be at City or Developer offices.

1.3 Quality Control

Consultant shall perform senior reviews of the milestone deliverables at 30% according to the PQP and Consultant's QMP.

Task 1 Deliverables

- Decision Log
- Design schedule
- Monthly progress report and invoice
- Meeting agendas and summaries
- QC documentation at each milestone

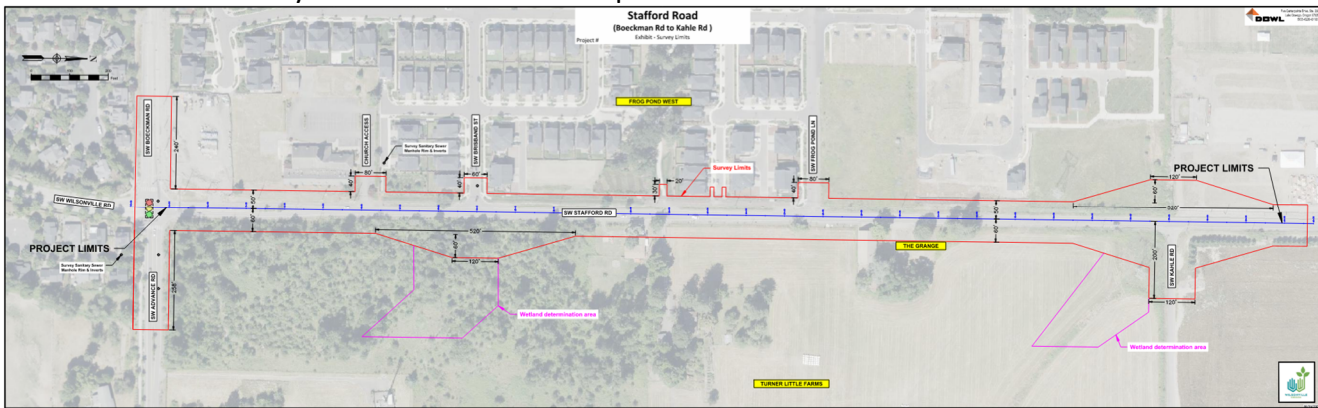
Phase 1 – Design, Public Involvement, Permitting, and Easement Acquisition

Task 2: Surveying

Consultant shall complete the surveying needs for the Project. Consultant's surveying shall include establishing a control network, topographic surveying, and filing a Horizontal Control, Monument Recovery and Retracement Survey with the Clackamas County Surveyors Office. This is an English unit Project (International Feet).

All Consultant deliverables shall be reviewed and approved by Consultant's Professional Land Surveyor (PLS), registered in the State of Oregon.

The limits of the survey are as shown in the map below.



2.1 Horizontal and Vertical Control

Consultant shall establish horizontal and vertical control network points according to ODOT or City standards. Consultant shall use the Oregon Coordinate Reference System (OCRS) – Portland Zone, NAD83(2011) Epoch2010. for the horizontal datum and shall use the NAVD 88 for the vertical datum. Consultant shall establish primary geodetic control monuments, (5/8" iron rod with plastic cap) and maintain line of sight throughout the entire Project limits. Consultant shall place these control monuments in locations such that they can be utilized during construction.

Consultant shall run digital level loops to control monuments that are utilized in preparing the Digital Terrain Model (DTM). Consultant shall use strategic points to develop survey DTM in non-critical areas that are no more than one (1) "shot" out from a network control point.

Consultant shall show the control network on the Horizontal Control, Monument Recovery and Retracement Survey filed with the County Surveyor (see task 2.3).

2.2 Location Survey, Base Map, and Digital Terrain Model (DTM)

Consultant shall perform a topographic survey for the project within the survey limits defined above.

Consultant shall survey existing surface features per Current City of Wilsonville Public Works Standards and Detail Drawings, including, but not limited to: face of buildings, fences, utilities, ditches, driveways, structures, culverts, trees, and signs within areas selected for topographic surveys. Consultant shall survey the existing centerline and edge of pavement with elevations consistent with the Project vertical datum. Consultant shall tie trees 6-inch or larger in diameter at chest height.

Consultant shall gather the field data necessary to show utility locations in the base mapping for the design. Consultant shall request underground utilities to be marked in the field (known as "field locates") within the immediate Project area as identified. Consultant shall use the statewide "One-call" utility notification system and submit a "pre-survey" locate request. All utility operators with buried facilities subscribe to the One-Call system (OUNC-Oregon Utility Notification Center). Consultant shall tie all non-tangent markings, i.e. survey shots shall be of sufficient frequency to accurately record each facility's alignment and deviation. Consultant shall contact Oregon Utility Notification Center to field mark utilities throughout the project area.

Consultant shall measure vertically the lowest wires that cross street or road intersections and shall calculate a true elevation of those wires. Consultant shall note this in the field notes.

Consultant shall record all visible utility identifications in the field notes. Such numbers shown on power or telephone poles, vault tags, telephone pedestals (also known as risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations are examples of what is needed for the City or Consultant to communicate with the utility operator, as to what facility may conflict with the Project.

Consultant shall attach numbered tags to survey to correspond to the tree survey points using rectangular aluminum tags that the numbers can be etched into, and stapled to the tree trunks with a ~~nail~~ staple or nail. If using a nail a small gauge aluminum nail will be used leaving a portion of the nail head exposed from the tree.

Consultant shall create a Digital Terrain Model (DTM) of the Project site. Consultant's DTM shall depict the actual surface shape in each section. Consultant shall gather topographic data for this Project by techniques consistent with preparing a DTM and National Mapping Standards Accuracies. Consultant shall use a combination of survey data at break lines, features, and spot locations to develop the DTM model. Consultant shall perform the topographic survey to establish the configuration of the ground and the location of natural and fabricated objects.

Consultant shall implement appropriate quality control measures to verify mapping accuracy.

2.3 Horizontal Control, Monument Recovery and Retracement Survey

Consultant shall perform a search of survey records on file with City and County, to reestablish the existing centerlines and rights-of-way.

Consultant shall research deeds and surveys of record. Consultant shall provide tax assessor maps,

records of survey and copies of all pertinent deeds used to reestablish the existing right-of-way lines. Consultant shall provide copy of title reports to City..

Consultant shall survey found property corners, property line fences and the existing edge of pavement to establish the existing road centerlines and rights-of-way. Consultant shall tie at least one (1) Public Land Survey System (PLSS) corner as necessary to show a relationship to the road centerlines. Consultant shall provide at least one (1) PLSS corner tie for right-of-way descriptions and the filing of the survey. Consultant shall tie these monuments to the control network.

Consultant's survey map format shall conform to ORS 209 and county survey filing map requirements.

2.4 Right of Way Base Map

Consultant shall prepare the R/W base map using field survey data, vesting deeds, County assessor plats, subdivision plats, General Land Office plats, existing County R/W drawings, County record of surveys, road dedications, and road vacations. Consultant shall create coordinate correct mapping features in the "Design" model. The R/W base map must include the existing property lines, General Land Office lines (GLO), property owners' names with deed recording numbers, the R/W centerline, R/W boundaries, access control lines, Project design centerlines, survey monuments, reference points. Consultant shall show the names of any features such as subdivisions, roads, streets, or rivers in the file. Consultant shall label each survey monument with a description and its coordinates or referenced in a table. Each centerline must include Engineer's Stationing, curve data, bearings, and coordinates.

Task 2 Deliverables

- Horizontal and vertical control network data incorporated into Task 2.3
- One (1) scanned copy of field notes
- Copy of the electronic CADD Files Location Base Map in AutoCAD format with Civil3D DTM
- All files for the network control points in electronic (ASCII) format
- Electronic field files
- Confidence Point Report
- Electronic files of all listing kits, survey research and tax maps
- Final electronic copy of filed Horizontal Control, Monument recovery and Retracement Survey" data
- R/W Base Map
- Copy of Title Reports

Task 3: Public Engagement

Consultant shall prepare the following public information materials:

- Up to four (4) project exhibits updated one time
- Interested Parties List
- Email/text alert sign-up and distribution

Consultant shall coordinate with the City to identify up to two (2) small group meetings with stakeholders such as adjacent land or business owners. The City will schedule these meetings. Up to

two (2) Consultant staff shall participate in each meeting, which will occur in-person at or near City Hall. Consultant shall prepare a summary of each meeting.

The City will organize one (1) in-person open house. Consultant shall prepare materials as listed above to support the open house. Up to three (3) Consultant staff shall attend the open house, which is assumed to occur at City Hall. Consultant shall prepare a summary of the open house.

Consultant shall set up and maintain an email distribution list of interested parties within the Constant Contact platform. Consultant shall build the distribution list that will be comprised of a stakeholder and media list that is reviewed/augmented by City and individuals who request to be added to the distribution list. Stakeholder list is anticipated to include elected leaders, area businesses, and stakeholder groups. Consultant shall draft and send email updates up to three times during this initial phase.

Consultant shall set up and maintain a text update distribution list of interested parties within the Simple Texting platform. A project-specific keyword will be established that interested parties can use to sign-up for updates. Note: Because of texting regulations, Consultant cannot subscribe individuals to text update. Consultant shall draft and send text updates up to three times during this initial phase.

Consultant shall submit draft updates for City review and address one round of comments for each update prior to distribution.

The City will complete public engagement materials, tasks, and activities not included in this task.

Task 3 Deliverables

- Public information exhibits
- Meetings summaries
- Interested parties list
- Set-up and maintenance of email/text distribution platforms

Task 4 – Tree Evaluation

In accordance with City of Wilsonville requirements, Consultant shall assess surveyed trees in terms of species, diameter at breast height (DBH), crown radius, overall structure, health and windthrow resistance, and identify high quality significant trees as priorities to preserve and protect. Consultant shall summarize tree data in a tree inventory spreadsheet. Consultant shall develop tree removal and protection recommendations. Consultant shall conduct up to two (2) on-site meetings to review the tree assessment and discuss alternatives to inform the Design.

Consultant shall prepare tree protection specifications for inclusion in Task 12.

Task 4 Deliverables

- Tree inventory data in spreadsheet format including, tree DBH and crown radius, species, condition and any other pertinent designation (ie. Significant, dead or dying etc.). Tree survey marked-up plan sheets identifying all trees within the limit of work.
- Tree protection specifications

- Final tree inventory data spreadsheet coordinated with inventoried tree numbering

Task 5: Geotechnical and Hazmat Investigation

Consultant shall complete borings, laboratory testing, and engineering analysis to support concept and final design for roadway and pavement section.

Task 5.1 - Geotechnical and Pavement Engineering

Consultant shall perform geotechnical and pavement field explorations, laboratory testing, and engineering analyses to support the final design of pavement sections, and infiltration tests. Consultant shall develop the pavement field investigation in accordance with ODOT Pavement Design Guide.

5.1.1 Field Explorations

Prior to beginning the field explorations, the Consultant shall prepare a Field Testing Work Plan showing the proposed exploration locations and outlining the drilling and sampling procedures, preliminary laboratory testing plan, and the traffic control plans for borings located in the roadway and falling weight deflectometer (FWD) testing. No fieldwork is to be performed, other than initial site reconnaissance, until the work plan is reviewed and approved by the City.

Develop a Field Safety Plan (FSP) for fieldwork and Traffic Control Plans (TCPs), if needed, for borings and FWD testing located in the roadway. Both the FSP and TCPs shall be submitted to the City and approved prior to the start of investigation work. The Traffic Control Plans must address single lane closures for activities associated with drilling exploratory borings from the roadway surface and pavement restoration.

Consultant shall perform visual pavement assessment in general accordance with ODOT's Good-Fair-Poor (GFP) Pavement Condition Rating Manual and Distress Survey Manual. The primary goal shall be to evaluate the existing pavement condition in support of the pavement design effort. Pavement distress type, severity, and extent will be assessed to evaluate the overall pavement condition for each design section.

Consultant will perform exploration work in accordance with all Federal, State, and Local regulations. Consultant shall obtain the required County and City permits for borings within the ROW.

Consultant shall complete a subsurface exploration program that consists of the following:

- Pavement Borings - Advance a total of four borings to a depth of approximately 10 feet below ground surface (bgs). Borings will be completed with a truck mounted rig. All borings will include a pavement core, and dynamic cone penetrometer (DCP) test. All borings will require traffic control and will be performed during daytime between the hours of 9:15am and 3:30pm.
- Ground Water Monitoring Boring – Advance one boring to a depth of 12 feet and install a vibrating wire piezometer at a depth of 10 feet below ground surface. Boring will be located in shoulder or off the roadway to allow safe access to take measurements.

- Pavement Hand Augers - Advance a total of four hand auger borings to a depth of approximately 5 feet bgs or refusal. Hand augers will be completed off the roadway and include dynamic cone penetrometer (DCP) test.
- Dynamic Cone Penetrometer Tests – Perform a total of two individual DCP tests not at boring locations.
- Infiltration Tests – Perform up to 6 test pits to depths of between 3 and 5 feet bgs at the proposed locations of stormwater facilities to perform infiltration tests in accordance with the appropriate City standards using the open pit method. Test pits will be dug using a mini-excavator. Infiltration tests will be completed during daytime hours. These tests will be performed outside of the existing roadway and will not require traffic control.
- Falling Weight Deflectometer Testing – Perform FWD testing in both the northbound and southbound lanes at intervals of 100 feet for a total of (52 tests total). FWD testing will be performed at night between the hours of 9pm and 5am.

Field explorations will be conducted during daytime and nighttime hours using a truck-mounted drill rig, mini-excavator, or hand auger as described above. Drilling will be conducted using mud rotary or hollow stem auger drilling techniques. Soil samples will be obtained at 2-1/2 foot to 5-foot intervals using either a standard penetration sampler or a thin-walled Shelby tube. No rock coring is anticipated for the project. The borings will be abandoned and backfilled according to Oregon Water Resources Department regulation. Asphalt patches will be performed using a high quality cold patch from the ODOT qualified product list.

Assumptions:

- The City will negotiate, acquire, and provide all necessary site access and any necessary right of entry permits for the test pits located at private properties to the Consultant, based on Consultant's Subsurface Exploration Work Plan.
- The subsurface material is not contaminated, and no testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products.
- Consultant will acquire the necessary County and City ROW permits.
- Signal pole borings are not required for this project.
- Retaining wall borings are not required for this project.
- No wells or instrumentation of any kind will be installed in the boreholes.
- Core samples of the asphalt concrete will be retrieved using a diamond bit core drill.
- Asphalt concrete cores will be logged according to the ODOT Pavement Design Guide and photographed for inclusion in the report.
- The field explorations schedule will be confirmed within one week of approval of the Filed Exploration Work Plan.

Consultant shall perform laboratory tests on disturbed and undisturbed soil samples obtained from the explorations to characterize the subgrade soils and to develop soil properties for the pavement and infiltration system design. The laboratory testing program shall consist of some or all the following tests:

- Up to 14 natural moisture content determinations (ASTM D2216);
- Up to 1 undisturbed sample moisture and density determinations (ASTM D2937);
- Up to 2 fines content determinations (ASTM D1140); and
- Up to 3 plasticity index determinations (ASTM D4318).

5.1.2 - Pavement Design Analysis

Consultant shall perform analyses of the field and laboratory test data to develop pavement design and construction recommendations for the roundabouts, roadway widening, and potential pavement rehabilitation. Consultant shall conduct the pavement analyses and design in accordance with most current version of the ODOT Pavement Design Guide, and AASHTO and FHWA design guidelines. The following engineering items will be analyzed and evaluated:

- Evaluate subsurface conditions including groundwater level.
- Develop pavement design parameters. FWD and DCP results shall be used to correlate to existing subgrade resilient modulus.
- Provide FWD result summaries in graphical format.
- Identify “design areas” that include areas of similar pavement condition and/or pavement rehabilitation requirements.
- Develop up to one new Portland Cement Concrete (PCC) pavement section for the Roundabouts with a design life of 40 years.
- Develop up to one new flexible pavement section for reconstruction/widening with a design life of 20 years.
- Develop up to one flexible pavement section for rehabilitation (overlay and inlay) with a design life of 15 years.
- Recommendations for subgrade preparation for pavement reconstruction (both winter and summer construction).

Assumptions:

- Consultant will not perform Lifecycle cost analysis for pavement design
- Consultant will use provided traffic counts and traffic growth rate to compute the equivalent 18-kip single axle loads (ESALs) within the project limits as required for the pavement design analysis.

5.1.3 - Pavement Design Report

Consultant shall prepare a draft Pavement Design Report. The report shall summarize the testing, results, recommendations, and conclusions. Consultant shall include the following in the draft Pavement Design Report:

- Description of the field exploration program;
- Laboratory testing results;
- Visual pavement assessment results and discussion;
- Summary of pertinent documents reviewed;
- Narrative of engineering evaluations, including assumptions and design parameters;

- Narrative of evaluation results and conclusions;
- Summary of pavement design recommendations;
- Construction considerations;
- Figures, including vicinity map, site and exploration plan showing bore/core, FWD, and DCP test locations, and plots of normalized FWD deflections;
- Appendices including:
 - Boring logs;
 - Laboratory test results;
 - Pavement core logs and photographs; and
 - FWD and DCP test results.
 - Infiltration Test results

Consultant shall incorporate City's review comments into the Final Pavement Design Report. Consultant shall submit the Final Pavement Design Report. Consultant shall provide recommendations for pavement design special provisions.

Task 5.1 Deliverables

- Field Exploration Work Plan
- Draft Pavement Design Report
- Final Pavement Design Report
- Project special provisions

Task 5.2 – Hazmat Investigation

Task 5.2.1 – Hazardous Materials Corridor Study

Consultant shall conduct a Hazardous Materials Corridor Study (HMCS) according to the following standards and guides:

- Hazardous Waste Guide for Project Development, by the AASHTO Special Committee on Environment, Archaeology and Historic Preservation
- ODOT HazMat Program Manual

Consultant shall review available federal and state environmental databases to identify sites that could potentially impact the Project, using the minimum search radii listed below:

Environmental Database	Search Radius
Environmental Cleanup Site Information ("ESCI")[NPL]	0.5 mile
Oregon Permitted Landfill List	0.5 mile
State Leaking Underground Storage Tank ("LUST") List	0.25 mile
Federal Resource Conservation and Recovery Act ("RCRA") Generators List	Site and adjoining
State Fire Marshal's Spill Response List	Site and adjoining
Oregon Motor Carrier Spill List	Site and adjoining
State Certified UST List	Site and adjoining

Consultant shall review DEQ files, available using DEQ's Facility Profiler website, to determine whether contamination from adjacent facilities is likely to impact Project construction. Alternatively, Consultant may conduct this review using commercially available regulatory database reports (i.e. Environmental Data Resources Inc.).

Consultant shall review the OWRD on-line database at to determine whether water wells or monitoring wells are located on or adjacent to the Project corridor.

Consultant shall review Project files from the appropriate DEQ Region office, based on the Project location, for all facilities considered to be at a high risk for impacting Project construction. Consultant shall use DEQ file information to delineate contaminated areas within the Project corridor and identify whether that information is sufficient to develop construction plans and specifications without additional sampling.

Consultant shall conduct historical research to identify past uses of the Project corridor and adjacent properties, using 1 or more of the following resources:

- Sanborn Fire Insurance Maps
- Aerial photographs
- Reverse city directories
- Historic property ownership, occupancy records or building permits

The resource (or combination of resources) that Consultant selects must provide historic information regarding land use back to 1935 at 10-year intervals, or, if not possible, Consultant shall demonstrate that such information is not readily available.

Consultant shall review pertinent records that the City may make available as they relate to the environmental condition of the Project corridor.

Consultant shall conduct a site reconnaissance to identify potential sources of contamination that could impact construction or result in the City acquiring contaminated property.

Consultant shall assess whether soil sampling is required to determine whether soil excavated from the Project corridor meets DEQ's clean fill screening levels for contaminants-of-concern including pesticides, herbicides, metals, PAHs, petroleum hydrocarbons, and solid waste.

Consultant shall prepare an HMCS report summarizing the information that Consultant obtained through the activities listed above. The report must include photographs documenting Project corridor observations. The report must include conclusions that identify specific sources of contamination that could impact Project construction and recommendations for further investigation, if needed.

Consultant shall submit the draft HMCS Report for City review and comment. The City will consolidate comments and submit to Consultant. Consultant shall incorporate City comments and suggested revisions, then deliver the final HMCS Report to the City for approval.

Task 5.2.1 Deliverables

- Draft HMCS Report
- Final HMCS Report

Task 5.2.2 – Shoulder Material Investigation and Agricultural Sampling (Reserved)

Task 6 – Transportation Engineering

Consultant shall provide transportation analysis and design engineering services as summarized in the following sub-tasks.

Task 6.1 – Transportation Analysis

Consultant shall perform a transportation evaluation for the project area to assist in determining the road alignment, recommended cross section, turn pocket locations and storage needs, and intersection improvements. Traffic studies shall be developed in coordination with City's Project Manager.

Consultant shall collect the following traffic data:

- One 24-hour vehicle count (including vehicle classifications and travel speed) along Stafford Road.
- AM (7:00 to 9:00 a.m.) and PM (4:00 to 6:00 p.m.) peak hour turn movement counts at the following intersections:
 - SW Wilsonville Road-SW Stafford Road/Boeckman Road-SW Advance Road
 - SW Stafford Road/SW Brisband Street
 - SW Stafford Road/SW Frog Pond Lane
- Crash data from (most recent 5 years of data)

Consultant shall conduct AM and PM peak traffic analysis for both existing conditions and future conditions (approximately 20 years in the future) at the following locations:

- SW Wilsonville Road-SW Stafford Road/Boeckman Road-SW Advance Road
- SW Stafford Road/SW Brisband Street
- SW Stafford Road/SW Frog Pond Lane

Future traffic volumes must be based on the currently approved City of Wilsonville travel demand model and recent forecasts from the Frog Pond East and South Master Plan transportation study. Capacity analysis will be based on current Highway Capacity Manual ("HCM") methodology.

Task 6.1 Deliverables

- Draft Traffic Study
- Final Traffic Study

Task 6.2 – Traffic Signal Modification Design

Consultant shall prepare 30% design files and construction cost estimate ("PS&E") for the modification of the existing traffic signal at the SW Wilsonville Road-SW Stafford Road/Boeckman Road-SW Advance Road intersection.

All traffic signal plans and specifications must conform to Manual on Uniform Traffic Control Devices ("MUTCD"), ODOT, Clackamas County, and National Electric Code ("NEC") standards as applicable. Consultant shall coordinate with the utility for service connections.

Consultant shall locate pedestrian push buttons to meet current MUTCD and ADA standards, in accordance with Clackamas County traffic signal design and maintenance standards and the Manual on Uniform Traffic Control Devices (“MUTCD” current edition).

Task 6.2 Deliverables

- 30% Traffic Signal Modification CAD files and cost estimate

Task 6.3 – Permanent Pavement Markings

Consultant shall prepare 30% design files and construction cost estimates for the permanent pavement markings associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD, ODOT, and Agency standards.

Task 6.3 Deliverables

- 30% permanent pavement markings CAD files and cost estimate

Task 6.4 – Illumination Design

Consultant shall prepare 30% design files and construction cost estimates for the construction of an illumination system within the project area. Consultant shall conduct lighting analysis to determine the appropriate light pole layout (pole spacing, mounting heights, and wattages) to meet current Agency standards for light levels. Street lighting plans and specifications shall conform to the NEC, PGE, and Clackamas County electrical standards as applicable. Consultant shall coordinate with utility for service connections.

Task 6.4 Deliverables

- Technical Memorandum and narrative summarizing the results of lighting analysis included in 30% submittal
- 30% Illumination CAD files and cost estimate

Task 6.5 – Enhanced Pedestrian Crossing

Consultant shall prepare 30% design files and construction cost estimate (“PS&E”) for a new enhanced pedestrian crossing at the SW Stafford Road/Frog Pond Lane (conduit system only).

All RRFB plans and specifications must conform to MUTCD, Clackamas County, and National Electric Code (“NEC”) standards as applicable. Consultant shall coordinate with the utility for service connections.

Plans and specifications shall include locating pedestrian push buttons to meet current MUTCD and ADA standards, in accordance with the ODOT Signal Design Manual, Agency standards, the ODOT Signal Policy and Guidelines, and applicable ODOT standard drawings.

Task 6.5 Deliverables

- 30% RRFB conduit CAD files and cost estimate

Task 7 – Permitting

Task 7.1 Wetland Delineation Report

Consultant shall review existing wetland reports and conduct a site visit of the project's Area of Potential Impact (API) and delineate wetlands, streams, or ditches within the API. The API will be the same as the Survey Limits plus Wetland Determination Areas shown on the Limits of Survey Map in Task 2. The wetland and waters delineation will be conducted in accordance with the routine onsite wetland determination methodology described in U.S. Army Corps of Engineers (USACE) and Oregon Department of State Lands (DSL) requirements. Consultant shall:

1. Obtain representative soil samples to assess hydric soil conditions and wetland hydrology.
2. Determine dominant vegetation for each cover class at these sampling locations.
3. Provide flags on site demonstrating wetland and waters feature boundaries to assist surveyors in mapping wetlands.

Consultant shall prepare a draft and final wetland delineation report in accordance with DSL standards. Consultant shall submit the draft wetland delineation report to the City for review. Consultant shall submit the final, City-reviewed report to the DSL electronically for concurrence. Consultant shall address questions from DSL during concurrence review regarding the wetland delineation report to facilitate DSL concurrence of the wetland delineation.

Assumptions:

- City will pay all review fees
- No more than three wetlands are anticipated to be delineated

Task 7.2 Joint Permit Application (Reserved)

Task 7.3 Wetland Functional Assessment (Reserved)

Task 7.4 1200-C Application Support Reserved)

Task 7.5 Historic Resources

Consultant shall prepare a Historic Resources report for the project area to document the baseline conditions relative to the presence of historic resources. Consultant shall review the State Historic Preservation Office (SHPO) Historic Sites Database and conduct an on-site survey for historic-period structures (greater than 50 years of age) adjacent to and within the Area of Potential Effect (APE) that may be affected by Project.

In addition to documenting baseline historic conditions, Consultant shall assess the Frog Pond Grange #111 to provide recommendations for Section 106 Determination of Eligibility (DOE). A DOE must include a brief physical description, history, context, significance, and map (which includes the historic boundary of the resource and any contributing features or attributes).

Consultant shall summarize DOE recommendations in the Historic Resource report and will attach completed versions of the current SHPO forms for use by USACE. The DOE summary and forms must include the following information:

- Physical description of the resource and contributing and non-contributing features, including the history and context of the resource, the design, location, setting, materials, workmanship, feeling, and association
- Significance under Criteria A through D (and criteria considerations) as called out in NR bulletin: *How to Apply the National Register Criteria for Evaluation*

- Map showing the location and orientation of the resource and its historic boundary (which may or may not relate to the current tax lot – see NPS Bulletin, *Defining Boundaries for NR Properties* rev. 1997)
- Current photographs of the resource, including historic photographs (if found)

Consultant shall summarize FOE recommendations in the Historic Resource report and will attach completed versions of the current SHPO forms for use by USACE. The Section 106 FOE recommendations and forms must include an assessment of the Project's potential impacts to historic resources and qualities that make the historic resources significant and why they are either eligible for listing or listed. Consultant shall include a discussion of the range of alternatives considered to avoid or minimize adverse effects.

Consultant's historic staff shall coordinate with the project design team and City to discuss available options to avoid or minimize adverse effects to listed or eligible historic resources. Consultant shall coordinate with USACE prior to submittal of historic documentation through up to two, 1 hour meetings.

Consultant shall use the most current SHPO forms. The FOE recommendations and forms must:

- Assess the Project's impacts on the historic resource including:
 - o Physical destruction or damage
 - o Alteration or rehabilitation
 - o Removal
 - o Change of setting
 - o Introduction of visual, atmospheric, or audible elements
 - o Neglect of a property, addition of encumbrances (including easements), or transfer or sale of ownership
- Discuss alternatives to avoid or minimize adverse effects to the resource. Apply the Criteria of Adverse Effect as found in 36 CFR § 800.5.

Consultant shall make recommendations for any additional work.

Assumptions:

- The project will have no adverse effects on historic properties and will include no coordination for mitigation
- No more than 1 property will require preparation of a DOE/FOE
- No more than two rounds of review will be required for the Historic Resources report, inclusive of all forms
- No more than 12 hours post submittal coordination will be provided to support USACE Section 106 consultation
- USACE will complete all coordination with SHPO and other consulting parties

Task 7.6 Archaeological Baseline Report

Consultant shall conduct background research which includes a review of records and reports from SHPO and from other sources, as available. Pertinent materials relating to the environmental setting, ethnographic context, and Euroamerican settlement history of the project area will also be reviewed in order to assess the potential for resources to be present within the project area that have not

been previously recorded. Consultant will also review historical maps such as General Land Office and early USGS topographic quadrangles, and review other documents to determine whether a resource is likely within the project area.

Consultant shall conduct a pedestrian field survey within the APE, including areas where ground will be disturbed by Project construction. The pedestrian survey will use transects spaced approximately 10 to 15 meters (33 to 50 feet) apart, as appropriate, to determine if archaeological resources are present on the ground surface.

The results of the background research and archaeological survey fieldwork will be documented in a draft and final report. The report will include a summary of the project description, summary of the background review, field survey, and recommendations to address the resources if resources are found. An archaeological resource form will be appended to the report, if resources are found.

Assumptions:

- No archaeological resources will be identified and therefore no documentation of archaeological resources will be needed or collected
- No permits will be required to complete this task

Task 7.7 No Effect Memorandum (Reserved)

Task 7.8 Engineering Permit Review Facilitation (Reserved)

Task 7 Deliverables

- Wetland/water boundary flagging map
- Draft & Final Wetland Delineation Report
- Draft & Final Historic Resources Report
- Draft & Final Archaeological Baseline Report

Task 8 – Waterline and Sewer Design

Consultant shall design waterline and sewer extensions. The water system extension is anticipated to include approximately 2,600 lineal feet of 12-inch ductile iron water main on the east side of SW Stafford Road, connecting to an existing 12-inch stub out just north of SW Advance/Boeckman Rd and running north to terminate at a tee or cross assembly and hydrant between Frog Pond Lane and SW Kahle Rd. Water main connections will be included along Stafford Road at SW Brisband St. and SW Frog Pond Ln.

The sewer system extension is anticipated to include approximately 2,600 lineal feet of 12-inch PVC sewer main and manholes on the west side of SW Stafford Road, connecting to an existing manhole and sewer stub just north of SW Advance/Boeckman Rd and running north to terminate in a manhole between Frog Pond Lane and SW Kahle Rd. Manholes will be placed per the City standard spacing and/or potential lateral connections to the west of Stafford.

Assumption

- A water system capacity and pipe sizing analysis is not proposed as part of this scope of work. Unless otherwise directed, it is assumed the City has verified the water system capacity and proposed water main sizing is sufficient and/or consistent with current master planning documents.
- A sewer system capacity and pipe sizing analysis is not proposed as part of this scope of work. Unless otherwise directed, it is assumed the City has verified the sewer system capacity and proposed sewer main sizing is sufficient and/or consistent with current master planning documents.

Task 8.1 – 30% Waterline and Sewer Design

Consultant shall prepare plan and profile drawings for the water main extension and sewer main extension at a scale of 1" = 20 feet with City of Wilsonville standard details incorporated into the plans or by reference. Consultant shall submit as part of Task 12.1.

Consultant shall prepare a cost estimate for work associated with this task.

Task 8 Deliverables

- Submit plan sheets, cost estimates and special provisions as described in Task 12.

Task 9 – Roadway Design

Consultant shall provide roadway design Services under this SOW for delivery of tasks and deliverables according to the agreed upon delivery schedule.

Task 9.1 – Concept Plans

Prior to developing concepts, Consultant shall establish design criteria and present in tabular format for City review/comment.

This task includes roll maps but does not include plan sheets such as detailed curb return profiles.

Consultant shall compare the cost, footprint, safety and operational efficiency for alternatives consistent with the master plan.

- Bike accommodations using protected bike lanes
- Frog Pond Lane turn restrictions
- RRFB Location at Frog Pond Lane (Up to 1 location)
- Horizontal Alignments (Up to 2 alternatives) to include consideration for:
 - The Grange including nearby trees, existing houses, and BPA tower impacts
- One RAB concept & layout at the Brisband St. intersection and the Kahle Rd. intersection.
- Evaluating suitability of reusing the existing joint utility trench along the west side of Stafford Road. Provide a recommendation if modifications are necessary for the proposed roadway improvements.
- Reconstruction of the north half of the SWAB intersection to connect improvements on SW Stafford Road. Assessment of a protected bike lane intersection at SWAB.

After engineering studies and survey have been completed, the Consultant shall prepare concept

figures (up to two alternatives) to document the preferred design concept and major project decisions, assumptions, and provide planning level cost estimates and ROW needs.

Assumptions:

- o No plans sheets or memo will be prepared for this task

Deliverables

The project deliverables will include:

1. Design standards form
2. One roll map and cross-section exhibit for each typical section alternative (up to 2 total)
3. Planning level cost estimates and ROW needs

Task 9.2 – 30% Roadway Design

Consultant shall prepare 30% plans and cost estimate as described in task 12.2. Consultant shall also prepare a preliminary design memo.

Assumptions:

- 30% design will incorporate the preferred roadway alignment, typical section, and pedestrian/bike facility type identified in Task 9.1.
- No plan sheets or design will be completed for a new joint franchise utility trench. That will be captured, as necessary, at 60% design.
- Roundabout design at Brisband St. and Kahle Rd. will include geometric design to the level required to estimate impacts, including fastest path and truck turning template exhibits.
- Roadway details such as ramps, driveways, grading or concrete pavement jointing will not be developed at 30%.
- The design will be to City standards. No design exceptions are included.
- Plans sheets will be prepared for this task as shown in Task 12.
- Roundabout gateway features will be determined after 30% Design is completed, as part of the next contract amendment.

Deliverables

The project deliverables will include:

- Plan sheets, estimate, and special provisions as part of Task 12

Task 10 – Stormwater Design

Consultant shall prepare a stormwater design for the project that addresses City of Wilsonville and National Marine Fisheries Service (NMFS) Standard Local Operating Procedures for Endangered Species (SLOPES) V requirements. Stormwater design shall incorporate low impact design standards and shall be in conformance with the City of Wilsonville 2024 Stormwater Master Plan, the most current version of the City's Public Works Standards

Task 10.1 – Stormwater Concept and Alternative Analysis

Consultant shall establish a stormwater design concept that addresses City of Wilsonville, SLOPES V, and permit design criteria. Two design alternatives shall be prepared and a recommended alternative presented in the Preliminary Design Memo in Task 9.1.

The stormwater design concept shall include the following items:

1. Discussion of stormwater concept and alternatives in the Preliminary Design Memo in Task 9.1.
2. Conceptual stormwater facility locations, footprint and anticipated ROW and easement needs shown on roll map prepared in Task 9.1.
3. Conceptual storm sewer layout shown on roll map prepared in Task 9.1
4. Prepare preliminary cost estimates for construction of stormwater improvements

Assumptions:

- o No plans sheets will be prepared for this task

Task 10.2 – 30% Stormwater Design

Consultant shall prepare 30% stormwater plan sheets and cost estimate as described in task 12.1.

Deliverables

The project deliverables will include:

- Plan sheets, estimate, and special provisions as part of Task 12

Task 11 – Utility Coordination & Relocation

Consultant shall identify and locate utilities within the Project limits, initiate contacts with utilities, and coordinate relocations needed for the construction of the Project. Underground utilities will be potholed to verify location, material, size, and depth. A total of 11 franchise and two City utilities have been tentatively identified within the project limits. The City utilities will be addressed as part of the project design.

Task 11.1 - Utility Relocations

Consultant shall coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the Project design.

Consultant shall schedule, attend, and document regular utility coordination meetings during design of the project. Consultant anticipates one (1) on-site utility meeting and up to one (1) Teams meeting to provide general information and updates to the utilities.

Consultant shall prepare a utility report that outlines utility contact information, a brief description of conflicts for each utility

Assumption:

- Utility notification letters, conflict letters, and relocation timing requirement letters will be included by amendment to the contract.

Task 11.2 - BPA Coordination

Consultant shall review topographic survey data and copies of all easements throughout the project to identify any potential impacts to BPA's towers and aerial easements. Consultant shall

confirm with BPA their easements and coordinate any improvements or protective measures required for the transmission towers. Consultant anticipates up to two (2) meetings with BPA to discuss or address any design requirements or protection measures.

Assumptions:

- Any encroachments to BPA easements may become a reimbursable utility requiring additional consultant effort not captured in the initial contract.
- BPA towers will not require relocation.

Any required BPA documents to construct project under transmission lines will be included by amendment to the contract.

Task 11 Deliverables

- Utility meeting notes
- Utility Report

Task 12– Final Design and Bid Documents, 30%, 60%, 90%, and 100% Plans

Once Preliminary engineering and design has been approved by the City, Final Design for the project may commence. The purpose of the final design is to prepare the final construction documents necessary to construct the required road improvements.

Task 12.1 – 30% Design Documents

Once the preliminary engineering and studies have been agreed upon by the consultant team and the City, the consultant shall prepare a preliminary set of 30% design plans and cost estimate. Plan sheets of the 30% plan set shall include:

TITLE	NO. OF SHEETS @ 30%
A Series	
Cover, Index, Legend, Notes, Site Plan, RAB Site Plan	5
B Series	
BA - Typical Sections	4
BB - Details	9
C Series	
Plan & Profile General Construction (Includes Stormwater)	7
Construction Notes	7
R Series	
Waterline Plan and Profile	5
S Series	
Sanitary Sewer Plan and Profile	5

Consultant shall administer a Bluebeam Studio Session for City 30% plan review and comment resolution. Consultant shall update comment responses and submit with the 60% construction documents.

Deliverables

The Project deliverables will include:

- A. Comment log for City to provide review comments
- B. 30% plan set in half-size (11"x17") electronic (PDF) format
- C. 30% Engineer's construction cost estimate for complete corridor
- D. Subtotaled construction cost estimates for each of the following project segments based on the complete corridor estimate and a taper/segment overlap factor:
 - Brisband Roundabout, including offset approaches
 - Kahle Roundabout, including offset approaches
 - SWAB Intersection
 - Stafford west side (Brisband - Frog Pond Ln)
 - Stafford west side (Church Frontage)
 - Stafford west side (Kahle - Brisband)
 - Stafford east side (Azar Frontage)
 - Stafford east side (remaining)
- E. Project map depicting each project segment included in the estimate

Task 12.2 – 30% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 30% design review meeting after receipt and review of City 30% review comments. Meetings may be held virtually or at Wilsonville City Hall.

Deliverables

The Project deliverables will include:

1. Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 13 – Bidding Assistance [RESERVED]

Phase 2 – Construction Engineering Services

Scoped in a future amendment.

City Responsibilities

1. Provide electronic copies of City's Current Public Works Standards, City Modifications to the ODOT Special Provisions, Storm Water Master Plan, Transportation System Plan, and Frog Pond Master Plans.
2. Provide as-built record drawings and/or electronic information (if available) for adjacent projects and other pertinent information to the Consultant upon request.
3. Obtain all rights of entry for field work.
4. Hire and coordinate with utility potholing contractor.
5. Schedule, advertise and host public open houses.
6. Providing specific City of Wilsonville project provisions.
7. Printing and distribution of bid documents.
8. Advertising Project for bidding.
9. Point of contact for bidder questions and requests for information.

10. Evaluation of bids, audits, and contract award.
11. Review and approval of Concrete and Asphalt mix design.
12. Manage right-of-way agent and appraiser for acquisitions.

EXHIBIT B-RATES

[illegible]

DKS Associates		Stafford Road Improvements										June 26, 2025			
City of Wilsonville		Fee Proposal - Original Contract										DOWL Job No. X			
TASK		Principal In Charge	Project Manager	Project Engineer	Designer	CAD / Graphics	Transportation Planner / Modeler	Admin			TOTAL HOURS				TASK BUDGET
Employee:															
TASK 1	PROJECT MANAGEMENT														
1.1	Project Management and Coordination	1	6					8			15				\$2,470.00
1.2	Project Meetings	1	2								3				\$730.00
1.3	Quality Control	2									2				\$600.00
											0				\$0.00
	Task Subtotal	4	8	0	0	0	0	8	0	0	20	0	0	0	\$3,800.00
TASK 2	SURVEYING														
TASK 3	PUBLIC ENGAGEMENT														
		2	2	4							8				\$1,690.00
											0				\$0.00
											0				\$0.00
	Task Subtotal	2	2	4	0	0	0	0	0	0	8	0	0	0	\$1,690.00
TASK 4	TREE EVALUATION														
TASK 5	GEOTECHNICAL AND HAZMAT INVESTIGATION														
TASK 6	TRANSPORTATION ENGINEERING														
6.1	Transportation Analysis	4	20	48		5	16	1			94				\$17,135.00
6.2	Traffic Signal Modification Design	1	6	14		7		1			29				\$5,025.00
6.3	Permanent Pavement Markings	1	6	14		10		1			32				\$5,460.00
6.4	Illumination Design	2	6	14	30	6		2			60				\$9,940.00
6.5	Enhanced Pedestrian Crossing/Roundabout RRFB Design	1	1		6	3					11				\$1,880.00
	Task Subtotal	9	39	90	36	31	16	5	0	0	226	0	0	0	\$39,440.00
TASK 7	PERMITTING														
TASK 8	WATERLINE AND SEWER DESIGN														
TASK 9	ROADWAY DESIGN														
9.1	Concept Plans	1	2	2				1			6				\$1,170.00
9.2	30% Roadway Design										0				\$0.00
											0				\$0.00
											0				\$0.00
											0				\$0.00
											0				\$0.00
											0				\$0.00
	Task Subtotal	1	2	2	0	0	0	1	0	0	6	0	0	0	\$1,170.00
TASK 10	STORMWATER DESIGN														
10.1	Stormwater Concept and Alternative Analysis										0				\$0.00
10.2	30% Stormwater Design										0				\$0.00
											0				\$0.00
											0				\$0.00
											0				\$0.00
											0				\$0.00
											0				\$0.00
	Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
TASK 11	UTILITY COORDINATION & RELOCATION														
11.1	Utility Relocations										0				\$0.00
11.2	BPA Coordination										0				\$0.00
											0				\$0.00
	Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
TASK 12	FINAL DESIGN AND BID DOCUMENTS, 30%, 60%, 90%, AND 100% PLANS														
12.1	30% Design Documents	1	2	4		4		2			13				\$2,190.00
12.2	30% Design Review Meeting		2	2							4				\$760.00
											0				\$0.00
											0				\$0.00
											0				\$0.00
											0				\$0.00
											0				\$0.00
											0				\$0.00
	Task Subtotal	1	4	6	0	4	0	2	0	0	17	0	0	0	\$0.00
TASK 13															
											0				\$0.00
											0				\$0.00
											0				\$0.00
											0				\$0.00
	Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL HOURS		17	55	102	36	35	16	16	0	0	277				
AVERAGE HOURLY RATES		\$300.00	\$215.00	\$165.00	\$155.00	\$145.00	\$180.00	\$110.00	\$0.00	\$0.00					
TOTAL LABOR ESTIMATE		\$5,100	\$11,825	\$16,830	\$5,580	\$5,075	\$2,880	\$1,760	\$0	\$0					\$49,050.00
BASE EXPENSES =															\$1,808.80
BASE LABOR COSTS =															\$49,050.00
Total Estimated Non-Contingency Costs =															\$50,858.80
TOTAL PROJECT COSTS =															\$50,858.80
EXPENSES												Rate	Total		
Mileage (\$0.70)												\$0.70	84		\$58.80
Traffic Counts												\$1,750	1		\$1,750.00
Totals															\$1,808.80

Morgan Holen Arborist									Stafford Road Improvements					June 26, 2025	
City of Wilsonville									Fee Proposal - Original Contract					DOWL Job No. X	
TASK				Arborist							TOTAL HOURS				TASK BUDGET
Employee:				MH											
TASK 1	PROJECT MANAGEMENT														
TASK 2	SURVEYING														
TASK 3	PUBLIC ENGAGEMENT														
TASK 4	TREE EVALUATION														
				66						66					\$12,540.00
										0					\$0.00
										0					\$0.00
										0					\$0.00
	Task Subtotal			66	0	0	0	0	0	0	0	0	0	0	\$0.00
TASK 7	PERMITTING														
TASK 8	WATERLINE AND SEWER DESIGN														
TASK 9	ROADWAY DESIGN														
TASK 10	STORMWATER DESIGN														
TASK 11	UTILITY COORDINATION & RELOCATION														
TASK 12	FINAL DESIGN AND BID DOCUMENTS, 30%, 60%, 90%, AND 100% PLANS														
TASK 13															
TASK 14															
TOTAL HOURS				66	0	0	0	0	0	0					
AVERAGE HOURLY RATES				\$190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
TOTAL LABOR ESTIMATE				\$12,540	\$0	\$0	\$0	\$0	\$0	\$0					\$12,540.00
BASE EXPENSES =														\$37.10	
BASE LABOR COSTS =														\$12,540.00	
Total Estimated Non-Contingency Costs =												\$12,577.10			
TOTAL PROJECT COSTS =												\$12,577.10			
EXPENSES												Rate	Total		
Mileage (\$0.70)												\$0.70	53		
Totals												\$0.70	\$53.00	\$37.10	

TASK		VP	Sr. Assoc.	Assoc.	Sr. Prof. III	Sr. Prof. II	Sr. Prof. I	Prof. IV	Prof. III	Prof. II	Sr. Office Srvcs	Office Srvcs IV	Office Srvcs III	Office Srvcs II		TOTAL HOURS				TASK BUDGET
	Employee:																			
TASK 1	PROJECT MANAGEMENT																			
TASK 2	SURVEYING																			
TASK 3	PUBLIC ENGAGEMENT																			
TASK 4	TREE EVALUATION																			
TASK 5	GEOTECHNICAL AND HAZMAT INVESTIGATION																			
5.1	Geotechnical and Pavement Engineering															0				\$0.00
5.1.1	Field Explorations		1	8		16		42	10							77				\$12,745.00
5.1.2	Pavement Design Analysis		2	2	4			36	10							54				\$8,570.00
5.1.3	Pavement Design Report		1	8	4	6		22	20				4			65				\$10,595.00
5.2	Hazmat Investigation															0				\$0.00
5.2.1	Hazardous Materials Corridor Study	3				34		6					4			47				\$8,600.00
5.2.2	Shoulder Material Investigation (Reserved)																			\$0.00
																0				\$0.00
	Task Subtotal	3	4	18	8	56	0	106	40	0	0	0	8	0	0	243	0	0	0	\$40,510.00
TASK 6	TRANSPORTATION ENGINEERING																			
TASK 7	PERMITTING																			
TASK 8	WATERLINE AND SEWER DESIGN																			
TASK 9	ROADWAY DESIGN																			
TASK 10	STORMWATER DESIGN																			
TASK 11	UTILITY COORDINATION & RELOCATION																			
TASK 12	FINAL DESIGN AND BID DOCUMENTS, 30%, 60%, 90%, AND 100% PLANS																			
TASK 13																				
TOTAL HOURS		3	4	18	8	56	0	106	40	0	0	0	8	0	0	243				
AVERAGE HOURLY RATES		\$310.00	\$245.00	\$230.00	\$205.00	\$185.00	\$170.00	\$150.00	\$140.00	\$125.00	\$150.00	\$130.00	\$120.00	\$110.00	\$0.00					\$40,510.00
TOTAL LABOR ESTIMATE		\$930	\$980	\$4,140	\$1,640	\$10,360	\$0	\$15,900	\$5,600	\$0	\$0	\$0	\$960	\$0	\$0					

BASE EXPENSES =

BASE LABOR COSTS =

Total Estimated Non-Contingency Costs = \$79,251.00

TOTAL PROJECT COSTS = \$79,251.00

Expense		Fee
Travel: Vehicles & Per Diem		\$14.00
		\$20,232.00
		\$8,577.00
		\$8,208.00
Laboratory Testing		\$1,710.00
Totals	\$0.00	\$38,741.00

TASK		Engineer IV	Project Coordinator	Contract Administrator		TOTAL HOURS				TASK BUDGET
	Employee:									
TASK 1	PROJECT MANAGEMENT									
TASK 2	SURVEYING									
TASK 3	PUBLIC ENGAGEMENT									
TASK 4	TREE EVALUATION									
TASK 5	GEOTECHNICAL AND HAZMAT INVESTIGATION									
TASK 6	TRANSPORTATION ENGINEERING									
TASK 7	PERMITTING									
TASK 8	WATERLINE AND SEWER DESIGN									
TASK 9	ROADWAY DESIGN									
TASK 10	STORMWATER DESIGN									
TASK 11	UTILITY COORDINATION & RELOCATION									
11.1	Utility Relocations	40	4	2		46				\$9,500.00
11.2	BPA Coordination	16	1			17				\$3,650.00
						0				\$0.00
	Task Subtotal	56	5	2	0	63	0	0	0	\$13,150.00
TASK 12	FINAL DESIGN AND BID DOCUMENTS, 30%, 60%, 90%, AND 100% PLANS									
TASK 13										
TOTAL HOURS		56	5	2	0	63				
AVERAGE HOURLY RATES		\$220.00	\$130.00	\$90.00	\$0.00					
TOTAL LABOR ESTIMATE		\$12,320	\$650	\$180	\$0					\$13,150.00

		\$56.00
		\$13,150.00

	\$13,206.00
TOTAL PROJECT COSTS =	\$13,206.00

	Task	Fee	
	11.1	\$56	
Totals		\$56.00	\$56.00

[illegible]

Personnel Classification

Accounting Manager	\$185.00
Accounting Technician	\$107.00
Administrative Assistant	\$85.00
Administrative Manager	\$120.00
Biologist I	\$125.00
Biologist II	\$135.00
Biologist III	\$145.00
Biologist IV	\$155.00
Biologist V	\$205.00
CAD Drafter I	\$100.00
CAD Drafter II	\$115.00
CAD Drafter III	\$125.00
CAD Drafter IV	\$135.00
CAD Drafter V	\$145.00
Senior CAD Drafter	\$165.00
Civil and Transportation Designer	\$135.00
Senior Civil and Transportation Designer	\$170.00
Contract Administrator I	\$160.00
Contract Administrator II	\$185.00
Crew Chief I	\$114.74
Crew Chief II	\$126.82
Crew Chief III	\$132.86
Crew Chief IV	\$144.94
Crew Chief V	\$157.01
Cultural Resources Specialist I	\$115.00
Cultural Resources Specialist II	\$130.00
Cultural Resources Specialist III	\$141.00
Cultural Resources Specialist IV	\$165.00
Cultural Resources Specialist V	\$195.00
Document Production Supervisor	\$145.00
Engineer I	\$120.00
Engineer II	\$140.00
Engineer III	\$163.00
Engineer IV	\$186.00
Engineer V	\$197.00
Engineer VI	\$215.00
Engineer VII	\$225.00
Engineer VIII	\$232.00
Engineer IX	\$250.00
Engineer X	\$265.00
Engineering Technician I	\$105.00
Engineering Technician II	\$115.00
Engineering Technician III	\$125.00
Engineering Technician IV	\$140.00
Engineering Technician V	\$158.00
Engineering Technician VI	\$175.00
Environmental Specialist I	\$115.00
Environmental Specialist II	\$130.00
Environmental Specialist III	\$140.00
Environmental Specialist IV	\$165.00
Environmental Specialist V	\$180.00
Environmental Specialist VI	\$195.00
Environmental Specialist VII	\$210.00
Environmental Specialist VIII	\$225.00
Environmental Specialist IX	\$245.00
Environmental Specialist X	\$265.00
Field Project Representative I	\$125.00
Field Project Representative II	\$136.00
Field Project Representative III	\$170.00
Field Project Representative IV	\$185.00
Geologist I	\$125.00
Geologist II	\$140.00
Geologist III	\$150.00
Geologist IV	\$170.00
Geologist V	\$195.00
GIS Manager	\$180.00
GIS Coordinator	\$170.00
GIS Specialist	\$120.00
GIS Technician	\$100.00
Graphics Designer	\$145.00
Intern I	\$85.00
Intern II	\$100.00
Laboratory Manager	\$120.00
Laboratory Supervisor	\$110.00
Landscape Architect I	\$125.00
Landscape Architect II	\$140.00
Landscape Architect III	\$160.00
Landscape Architect IV	\$175.00
Landscape Architect V	\$190.00

Personnel Classification

Landscape Architect VI	\$200.00
Landscape Architect VII	\$210.00
Landscape Designer I	\$95.00
Landscape Designer II	\$115.00
Lead Materials Technician	\$110.00
Marketing Assistant	\$100.00
Marketing Coordinator	\$165.00
Marketing & Administrative Manager	\$220.00
Materials Manager	\$125.00
Materials Technician	\$85.00
Materials Technician II	\$95.00
Planner I	\$115.00
Planner II	\$135.00
Planner III	\$165.00
Planner IV	\$180.00
Planner V	\$190.00
Planner VI	\$200.00
Planner VII	\$210.00
Planner VIII	\$225.00
Planner IX	\$240.00
Planner X	\$280.00
Planning Technician	\$110.00
Professional Land Surveyor I	\$115.00
Professional Land Surveyor II	\$125.00
Professional Land Surveyor III	\$135.00
Professional Land Surveyor IV	\$145.00
Professional Land Surveyor V	\$155.00
Professional Land Surveyor VI	\$165.00
Professional Land Surveyor VII	\$175.00
Professional Land Surveyor VIII	\$185.00
Professional Land Surveyor IX	\$205.00
Professional Land Surveyor X	\$220.00
Professional Land Surveyor XI	\$245.00
Project Administrator	\$125.00
Project Assistant I	\$110.00
Project Assistant II	\$125.00
Project Controller	\$153.00
Senior Project Controller	\$185.00
Project Manager I	\$155.00
Project Manager II	\$170.00
Project Manager III	\$185.00
Project Manager IV	\$195.00
Project Manager V	\$220.00
Project Manager VI	\$135.00
Project Manager VII	\$250.00
Proposal Manager	\$135.00
Senior Proposal Manager	\$200.00
Public Involvement Assistant	\$105.00
Public Involvement Coordinator	\$140.00
Public Involvement Planner	\$130.00
Public Involvement Program Manager	\$200.00
Real Estate Services Manager	\$180.00
Right of Way Agent I	\$120.00
Right of Way Agent II	\$135.00
Right of Way Agent III	\$150.00
Right of Way Agent IV	\$165.00
Right of Way Agent V	\$180.00
Right of Way Agent VI	\$215.00
Right of Way Assistant	\$110.00
Risk Manager	\$200.00
Senior Manager I	\$240.00
Senior Manager II	\$260.00
Senior Manager III	\$270.00
Senior Manager IV	\$305.00
Senior Manager V	\$315.00
Senior Manager VI	\$335.00
Survey Technician -- Supervisor	\$146.00
Survey Technician I	\$76.00
Survey Technician II	\$86.00
Survey Technician III	\$98.00
Survey Technician IV	\$110.00
Survey Technician V	\$120.00
Survey Technician VI	\$130.00
Survey Technician VII	\$138.00
Survey Technician VIII	\$155.00
Survey Technician IX	\$170.00
Senior Graphic Designer	\$165.00
Systems Administrator	\$150.00
Technical Coordinator	\$175.00
Senior Materials Technician	\$115.00
Corporate Development Manager	\$225.00