

**GUARANTEED MAXIMUM PRICE AMENDMENT TO THE
PROGRESSIVE DESIGN-BUILD CONTRACT
FOR THE TEMPORARY SIGNAL & EARLY SEWER MATERIAL
SUBPROJECT(S) OF THE BOECKMAN ROAD CORRIDOR PROJECT**

Agreement # 220780
Amendment No.1, GMP 1
Project Number: CIP #4212, 4206, 4205, 2102, 7067

This Amendment to the Progressive Design-Build Contract (“Agreement”) is entered into effective _____ between the City of Wilsonville, Oregon (“City”) and Tapani/Sundt, A Joint Venture (“Design-Builder”) and amends the Progressive Design-Build Contract Boeckman Road Corridor Project between City and Design-Builder dated 6/15/2022.

The Agreement is revised as follows:

1. **Project Scope.** Design-Builder shall construct the Temporary Signal at 65th Ave. and Stafford Road (“GMP Work”). The GMP Work is described in more detail in the attached Exhibit A – Scope of Work: Design-Builder is required to furnish all materials, labor, water, tools, power, equipment, transportation and other work needed to construct the GMP Work.
2. **Contract Documents.** This Amendment consists of the main text of this Amendment and the following exhibits:
 - a. Exhibit A – Scope of Work
 - i A.1 – Construction Services Scope of Work
 - ii A.2 – Engineering Services During Construction Scope of Work
 - b. Exhibit B – GMP Supporting Documents
 - i B.1 - Schedule of Values
 - ii B.2 - Engineer’s Fee
 - iii B.3 – Assumptions and Clarifications
 - iv B.4 – Equipment Rates
 - v B.5 – Labor Rates
 - vi B.6 – Construction Schedule
 - vii B.7 – Permitting Strategy Plan
 - viii B.8 – Right of Way Acquisition Plan
 - c. Exhibit C – Construction Proposal Documents
 - i C.1 - Key Personnel
 - ii C.2 – Construction Document Index
 - iii C.3 – Procurement Plan
 - iv C.4 – Procurement Method
 - v C.5 – Subcontractor and Suppliers
 - vi C.6 – Selected Subcontractors and Suppliers
3. **GMP.** The parties agree that the Guaranteed Maximum Price (“GMP”) for the Project is \$570,935.90, consisting of the Estimated Cost of the Work, Contingencies, and Allowances, summarized as follows:.

| | |
|--|---------------------|
| Estimated Cost of Work | \$380,353.74 |
| Design-Builder's Contingency | \$35,992.80 |
| Contractor Fee (Design-Builder's Percentage Fee) | \$54,125.05 |
| Engineering Services for Construction | \$31,669.98 |
| Owner Directed Allowances | \$68,794.33 |
| GMP Total (Total of Above) | \$570,935.90 |

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

4.1 **GMP Encompasses Further Design Development.** Design-Builder represents that the Drawings and Specifications upon which the Guaranteed Maximum Price is based are approximately 90% complete and that the Drawings and Specifications will require further development from Design-Builder's design team. In deriving the Guaranteed Maximum Price stated herein, Design-Builder has already anticipated and provided for this further design development and has included in the Guaranteed Maximum Price all costs expected or which reasonably could be expected for further design development, engineering and consultant services and reports, the creation and finalization of construction documents and issued-for-construction drawings, all design-team contract administration services and site visits, and all construction labor, materials, equipment, general conditions, fee and all other costs necessary, incidental or inferable from the documents, physical access to the site, and information available to date in order to design and build the Project consistent with the Owner's Project Criteria, the scope description, the Drawings and Specifications, and all other design and Owner-supplied information to date. The Guaranteed Maximum Price does not include significant changes in Project scope, systems, kinds and quality of materials, finishes or equipment after the date hereof, all of which, if required, shall be incorporated by Change Order or Construction Change Directive. By executing the Contract and upon execution of each Amendment to the Contract, the Design-Builder is deemed to have included in the Guaranteed Maximum Price sufficient amounts to cover all of its obligations under or arising from the Contract, at law, and otherwise, and to have allowed the necessary resources to enable Design-Builder to achieve Substantial Completion by the Scheduled Substantial Completion Date.

5. **Substantial Completion Date.** Notwithstanding any provision in the GMP Supporting Documents to the contrary, the required date for Substantial Completion of the GMP Work is 9/29/2023.

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

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

b. Design-Builder shall invoice the City monthly for work performed, based on an estimate of the amount of work completed and the value of the completed Work. Invoices shall be directed to the City of Wilsonville Project Manager. If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City Finance Department is open for business. City shall make a progress payment equal to the value of the completed Work, less amounts previously paid, less retainage of 5 percent within 30 days of receipt of the invoice.

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

7. **Prevailing Wage**

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

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

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

- c. Design-Builder shall prepare weekly certified payroll reports and statements and submit them to the City by the fifth business day of each month (ORS 279C.845). Reports shall be submitted to the City Project Manager, on a form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) the hourly rate of wage paid each worker whom the contractor or the Subcontractor has employed upon the public works; and (b) that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. If the Design-Builder has not filed the certified statements as required under this contract, the City of Wilsonville shall retain 25 percent of any amount earned by the Design-Builder until the Design-Builder has complied. The City of Wilsonville shall pay the Design-Builder the amount retained under this subsection within 14 days after the Design-Builder has filed the certified statements with the City.
- d. Contractor shall allow BOLI to enter the office or business establishment of Contractor at any reasonable time to determine whether the prevailing rate of wage is actually being paid and shall make payment records available to BOLI on request. Contractor shall require subcontractors to provide the same right of entry and inspection.
- e. City shall not make final payment unless the prevailing wage rate certifications are received.
- f. Design-Builder must comply with all laws and regulations relating to prevailing wages, whether or not set out in this contract. Further information regarding prevailing wages is available by contacting BOLI at (971) 6730839 or on-line at the BOLI web site: <http://www.boli.state.or.us/BOLI/WHD/PWR/index.shtml>.
- g. Prevailing Wage publications applicable to this contract are the Prevailing Wage Rates for Public Works Contracts in Oregon effective **January 5, 2023**, the Prevailing Wage Rate Amendments effective **January 11, 2023**, and the **October 1, 2022** PWR Apprenticeship Rates.

8. Insurance and Bonds.

- a. Design-Builder shall provide a separate Performance Bond and a separate Payment Bond in the form provided by the City. Each bond shall be equal to 100 percent of the GMP, or if either bond is issued to replace the bond previously issued under the Contract, equal to the total amount of the Progressive Design-Build Contract including the GMP Amendment. The Performance Bond and the Payment Bond must be signed by the Surety's Attorney-in-Fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Wilsonville's consent, nor shall the City release them prior to Contract completion. Bonds must be originals. Faxed or photocopied Bond Forms shall not be accepted.
 - b. Builder's Risk or Installation Floater. The Design-Builder shall obtain and maintain for the benefit of the parties an all risk builder's risk or installation floater policy insuring 100 percent of the Cost of the Work. Such insurance shall include testing, and shall allow utilization of part of the equipment prior to Substantial Completion of all the GMP Work. Coverage shall continue until Substantial Completion of the GMP Work. The City and all Subcontractors shall be additional named insureds, as their interests may appear. The City shall be given not less than 30 days' written notice prior to cancellation, nonrenewal, or material change in the policy. One copy of the policy and a certificate of insurance shall be delivered to the City before commencing GMP Work and shall be subject to approval by the City. The City may defer delivery of the copy of the policy, but such deferral shall not be a waiver of the City's right to a copy of the policy. In the event the Design-Builder fails to maintain insurance required under this subsection 5.14, the City, at its sole option, may arrange for such coverage, and any administrative costs and premium incurred shall be reimbursed by the Design-Builder.
 - c. Design-Builder shall provide a Warranty Bond in the amount of the GMP to cover the warranty period after acceptance. The City's acceptance of the work shall not take effect until receipt of the warranty bond.
9. **Liquidated Damages.** Design-Builder recognizes that the City shall incur significant internal and external costs (damages) as a result of any delay by the Contractor completing all GMP Work within the specified Contract time. However, given the nature of the GMP Work, it is unduly burdensome and difficult to demonstrate the exact dollar value of damages related to delay. The City has made a good faith and reasonable estimate of damages it would suffer from loss of use due to delay in completion. Contractor agrees to pay to City, not as a penalty but as liquidated damages for loss of use, an amount calculated based on Section 00180.85 in the Oregon Standard Specifications

for Construction 2018, for each calendar day of delay in completion of the Work.

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

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

The parties further agree that the liquidated damages required by this Contract are compensation to the City only for the harm the City sustains from late completion for loss of use. They are not compensation for additional effort required by the City because the Work has been extended over a longer period, or for other harm the City may sustain from the Design-Builder's other breaches of this Contract. The City may withhold liquidated damages from progress payments, or may withhold the full amount of accrued liquidated damages from final payment. Nothing in this Contract shall be interpreted to prevent the City from seeking other damages or recovery in addition to the liquidated damages specified in this section.

- 10. Other Damages.** The City may recover from the Design-Builder, withhold from payments under this Contract, or both, actual costs incurred by the City due to the extra effort necessitated because the Work is extended over a longer period of time, such as the actual costs of additional engineering and inspections by the City or extended third party services. This right to actual damages shall apply to both late Substantial Completion and late Final Acceptance.
- 11. Termination for Convenience.** In the event of a termination of this GMP Amendment for convenience, the Design-Builder will not be entitled to overhead or profit on the unperformed Work, and will not be entitled to payments in excess of (1) the Cost of the Work incurred by the Design-Builder to the date of termination, (2) the prorated portion of the Design-Builder's Percentage Fee based on the ratio of (a) the Cost of the Work incurred by the Design-Builder to the date of termination divided by (b) the Guaranteed Maximum Price less the Design-Builder's Percentage Fee, (3) fair compensation, either by purchase or rental at the election of the City, for any equipment owned by the Design-Builder which the City elects to retain and which is not otherwise included in the Cost of the Work under subitem (1), and (4) fair compensation for the Design-Builder's demobilization costs and other costs directly incurred relating to the termination which are not otherwise included in the Cost of the Work under subitem (1); provided, however, that

the total amount of such payment shall be subject to the Guaranteed Maximum Price.

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

Approved and authorized for signature by City Council on February 23, 2023.

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

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

City of Wilsonville, Oregon

Design-Builder

BY: _____

BY: _____

Bryan Cosgrove

TITLE: City Manager

TITLE:

DATE:

DATE:

APPROVED AS TO LEGAL FORM:

City Attorney

Exhibit A.1

Scope of Work – GMP 1 Construction Services

City of Wilsonville - Boeckman Road Corridor Project

Temporary Signal at 65th Ave. and Stafford Road

Description:

The Project scope of work for this construction proposal is to provide Engineer of Record construction services (see KPFF Scope of Work further defined in Exhibit A.2) and the material, labor, and equipment needed to construct the Work. Work is defined in this construction proposal as the traffic control, erosion control, grading, paving, signing, striping, and installation of the temporary signal at 65th Ave. & Stafford road. GMP 1 also includes early procurement of 18" PVC sewer pipe required and an owner directed allowance to procure Sanitary Sewer Manholes for proposed GMP 2.

Location:

The intersection of 65th Ave. & Stafford Road

Purpose of Project:

Installation of a temporary signal to be utilized for detouring traffic while Boeckman Road is under a full road closure.

Exhibit A.2

SCOPE OF SERVICES – GMP 1 Construction Engineering Support Services

City of Wilsonville - Boeckman Road Corridor Project

Temporary Signal at 65th Ave. and Stafford Road

A. PROJECT UNDERSTANDING

The following scope of work covers civil and traffic engineering construction support services necessary for the installation of a temporary signal and associated infrastructure defined in the plans and specifications for the projects GMP 1 package.

B. TASK BREAKDOWN

TASK 16 CONSTRUCTION ENGINEERING SUPPORT SERVICES – GMP 1

16.1 Project Management, Administration and Coordination

Project management and administration resulting from the duration of the contract throughout the construction phase. This assumes we will take part in six (6), one-hour conference calls or virtual meetings throughout the duration of the construction phase.

16.2 Civil Engineering

KPFF will provide the following construction engineering support services under this contract amendment:

- Attend pre-construction conference.
- Provide up to 2 site visits during construction. We assume that KPFF will be notified of the construction schedule and progress to establish site visit dates. The site visits will be made at intervals appropriate to the stages of construction.
- Provide interpretations and/or clarifications of the civil portions of the work.
- Assist in determining if non-conforming civil work shall be rejected.
- Review specified shop drawings or product submittals for the civil portions of the work.
- Assist in preparing change orders relating to the civil work.
- Provide “Record” plans for the civil portion of the work based on 1 clean, red-lined, full-size set of drawings provided by the Contractor.

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16.3 Traffic Engineering

DKS will provide the following construction engineering support services under this contract amendment:

16.3.1 Shop Drawing and Material Submittal Review

Consultant shall review construction shop drawings and working drawings submitted by the Construction Contractor for general conformity to the contract documents. Submittals shall consist of the following:

- Blue or Green Sheet Submittals for electrical equipment and materials
- Signing and Pavement Marking Submittals
- Traffic Signal Submittals
- Others as required by construction contract specifications

16.3.2 Consultation During Construction

Consultant shall provide consultation and technical services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses for up to five (5) Requests for Information (RFI's), Design Clarifications, and/or Contractor questions. The design consultation will occur only as required and may be ongoing throughout the Project. Each response is assumed to be no more than two (2) hours of effort. One on-site meeting with the contractor and utility/CBX communications is assumed to coordinate utility/fiber issues that may arise.

16.3.3 On-site Engineering Observation

Consultant shall provide additional on-site engineering staff to supplement the City/County Inspector for the purpose of observing specific construction activities as requested. Scheduling for on-site observation/inspection will be coordinated with the Project Manager if requested. Up to four (4) site visits by one (1) Consultant staff are included as part of this task.

16.3.4 Design Modifications

Consultant shall prepare and submit engineering design revisions or additional design, as required or necessitated by unanticipated conditions encountered during construction. Consultant shall submit design revisions in the form of calculations, plans, specifications, and estimates as directed by the Project Manager. Consultant shall provide additional design services up to the level of effort included in the budget for this task, as directed. Additional services include utility coordination, illumination revisions, and pavement marking revisions. This task is limited to sixteen staff hours.

C. ASSUMPTIONS & CLARIFICATIONS

- All permit fees and agency charges will be paid by others. See Exhibit B.3 and B.7
- KPFF or subconsultants will not be providing construction surveying services. See Exhibit B.3

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- KPFF or subconsultants will not be providing necessary testing and inspections during construction. See Exhibit B.3
- A post construction survey of as-built conditions is not included in this proposal.

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Exhibit B.1

GMP 1 - Schedule of Values

1/27/2022

| BidItem | Bid Description | Bid Quantity | Units | Unit Price | Bid Total |
|---------|--|--------------|-------|---------------|----------------------|
| 300 | PROJECT QUALITY CONTROL | 1.000 | LS | \$ 500.00 | \$ 500.00 |
| 400 | MOBILIZATION | 1.000 | LS | \$ 19,206.48 | \$ 19,206.48 |
| 500 | TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC | 1.000 | LS | \$ 22,962.10 | \$ 22,962.10 |
| 2200 | PORTABLE CHANGEABLE MESSAGE SIGNS | 5.000 | EA | \$ 2,864.69 | \$ 14,323.47 |
| 2300 | FLAGGERS | 480.000 | HR | \$ 66.64 | \$ 31,986.34 |
| 2800 | EROSION CONTROL | 1.000 | LS | \$ 2,953.41 | \$ 2,953.41 |
| 5000 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | 1.000 | LS | \$ 1,069.56 | \$ 1,069.56 |
| 5500 | CLEAR & GRUB | 1.000 | LS | \$ 3,209.53 | \$ 3,209.53 |
| 5600 | GENERAL EXCAVATION | 6.000 | CY | \$ 424.59 | \$ 2,547.52 |
| 6100 | 8 INCH SANITARY SEWER PIPE, (PURCHASE ONLY) | 28.000 | LF | \$ 11.19 | \$ 313.32 |
| 6500 | 10 INCH SANITARY SEWER PIPE, (PURCHASE ONLY) | 28.000 | LF | \$ 17.39 | \$ 486.92 |
| 7000 | 18 INCH SANITARY SEWER PIPE, (PURCHASE ONLY) | 2,340.000 | LF | \$ 46.99 | \$ 109,956.60 |
| 8000 | AGGREGATE BASE 10" THICK | 31.000 | SY | \$ 91.14 | \$ 2,825.31 |
| 8100 | 2" AC APPROACH | 1.000 | EA | \$ 3,438.11 | \$ 3,438.11 |
| 9000 | TRANSVERSE RUMBLE STRIPS | 12.000 | EA | \$ 228.58 | \$ 2,742.97 |
| 9100 | PAVEMENT BAR, TYPE A | 51.000 | SF | \$ 22.35 | \$ 1,139.86 |
| 9300 | PERF STEEL SQUARE TUBE SLIP BASE SIGN SUPRT (6 EA) | 1.000 | LS | \$ 3,300.28 | \$ 3,300.28 |
| 9400 | SIGNS, STANDARD SHEETING, SHEET ALUMINUM (10 EA) | 75.000 | SF | \$ 31.50 | \$ 2,362.43 |
| 9500 | TRAFFIC SIGNAL INSTALLATION (INSTALL TEMP SIGNALS) | 1.000 | LS | \$ 125,186.44 | \$ 125,186.44 |
| 100000 | GENERAL CONDITIONS | 1.000 | LS | \$ 29,843.09 | \$ 29,843.09 |
| | COST OF WORK SUBTOTAL | | | | \$ 380,353.74 |
| 100700 | COST OF WORK CONTINGENCY <i>*DB fee will apply</i> | 1 | LS | \$ 35,992.80 | \$ 35,992.80 |
| 100750 | DESIGN BUILDER CONTINGENCY <i>*DB fee will not apply</i> | 1 | LS | \$ 0.00 | \$ 0.00 |
| | CONTINGENCY SUBTOTAL | | | | \$ 35,992.80 |
| | COST OF WORK & CONTINGENCY SUBTOTAL (FEE APPLIED ITEMS) | | | | \$ 416,346.54 |
| 100760 | DESIGN BUILDER FEE | 13.000 | % | \$ 54,125.05 | \$ 54,125.05 |
| 100780 | KPFF - ENGINEERING SERVICES FOR CONSTRUCTION | 1.000 | NTE | \$ 31,669.98 | \$ 31,669.98 |
| 100900 | ALLOWANCE (FINAL DESIGN SCOPE GROWTH) <i>*includes DB fee</i> | 1.000 | LS | \$ 11,300.00 | \$ 11,300.00 |
| 101100 | ALLOWANCE (SEWER MH STRUCTURES) <i>*includes DB fee</i> | 1.000 | LS | \$ 54,240.00 | \$ 54,240.00 |
| 101200 | ALLOWANCE (OWNER) | 1.000 | LS | \$ 0.00 | \$ 0.00 |
| 101300 | ALLOWANCE (OR CAT TAX - .57% of Grand Total) <i>*Does not include DB Fee</i> | 0.57 | % | \$ 3,254.33 | \$ 3,254.33 |
| | SUBTOTAL | | | | \$ 154,589.36 |
| | GMP #1 - GRAND TOTAL | | | | \$ 570,935.90 |

EXHIBIT B.2 - ENGINEER'S FEE

City of Wilsonville - Boeckman Road Corridor Progressive Design Build

1/10/2023

Sundt/Tapani Joint Venture

In Association with KPFF

GMP 1 Construction Engineering Support Services

Non-Contingency Tasks

| Labor & Expenses by Firm | | | |
|--------------------------|------------|-----|----------|
| TSJV | KPFF Civil | DKS | Subtotal |

| | | | | |
|--|------|--------------|--------------|--------------|
| TASK 16 - CONSTRUCTION ENGINEERING SUPPORT SERVICES – GMP 1 | \$ - | \$ 12,518.44 | \$ 19,151.54 | \$ 31,669.98 |
|--|------|--------------|--------------|--------------|

| | | | | |
|---------------------------------|------|--------------|--------------|---------------------|
| Non-Contingency Totals : | \$ - | \$ 12,518.44 | \$ 19,151.54 | \$ 31,669.98 |
|---------------------------------|------|--------------|--------------|---------------------|

EXHIBIT B.2 - ENGINEER'S FEE

| BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE | | | | | | | | | | |
|--|-----------------------------|-----------------------------|--------------------------------------|---------------------------------------|---|---|-------|--------------|----------|--------------|
| Work Item | KPFF CIVIL | | | | | | Hours | Labor Cost | Expenses | Subtotals |
| | \$283.22 Civil Principal | \$232.24 Senior Civil PM | \$186.93 Project Engineer Roadway | \$164.27 Design Engineer/ Designer | \$147.27 Draftsperson / Technician - Civil | \$124.62 Project Administrator - Civil | | | | |
| TASK 16 - CONSTRUCTION ENGINEERING SUPPORT SERVICES – GMP 1 | | | | | | | | | | |
| 16.1 - Project Management, Administration and Coord. | 6 | 8 | | | | 12 | 26 | \$ 5,052.68 | | |
| | | | | | | | 0 | \$ - | \$ - | |
| 16.2 - Civil Engineering | | | | | | | 0 | \$ - | \$ - | |
| Attend Precon Meetng | | \$ 2.00 | \$ 2.00 | | | | 4 | \$ 838.34 | \$ - | |
| Up to (2) Site visits | | | | | | | 0 | \$ - | \$ - | |
| RFI Responses | | \$ 4.00 | \$ 8.00 | | \$ 2.00 | | 14 | \$ 2,718.94 | \$ - | |
| Submittal Reviews | | \$ 2.00 | \$ 4.00 | \$ 4.00 | | \$ 2.00 | 12 | \$ 2,118.52 | \$ - | |
| Record Drawings | | \$ 2.00 | \$ 2.00 | \$ 4.00 | \$ 2.00 | | 10 | \$ 1,789.96 | | |
| | | | | | | | 0 | \$ - | \$ - | |
| 16.3 - Traffic Engineering | | | | | | | 0 | \$ - | \$ - | |
| | | | | | | | | | | |
| Subtotal: | 6 | \$ 18.00 | \$ 16.00 | \$ 8.00 | \$ 4.00 | \$ 14.00 | 66 | \$ 12,518.44 | \$ - | \$ 12,518.44 |
| Non-Contingency Totals: | 6 | 18 | 16 | 8 | 4 | 14 | 66 | \$ 12,518.44 | \$ - | \$ 12,518.44 |

EXHIBIT B.2 - ENGINEER'S FEE

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

| Work Item | DKS | | | | | | Hours | Labor | Expenses | Subtotals |
|-----------|-------------------------|--------------------|---|------------------------|-----------------------|-------------------|-------|-------|----------|-----------|
| | \$288.88 | \$215.25 | \$192.59 | \$175.60 | \$124.62 | \$107.62 | | Cost | | |
| | Principal (Grade 41) | Project Manager | Senior Design Engineer (Grade 24) | Designer (Grade 21) | Drafter (Grade 12) | Admin (Tech M) | | | | |

TASK 16 - CONSTRUCTION ENGINEERING SUPPORT SERVICES – GMP 1

| | | | | | | | | | | |
|--|----------|-----------------|-------------|-----------------|----------------|-----------------|------------|---------------------|-------------|---------------------|
| 16.1 Project Management, Administration and Coordination | 1 | \$ 6.00 | | | | \$ 12.00 | 19 | \$ 2,871.82 | \$ - | |
| | | | | | | | 0 | \$ - | \$ - | |
| 16.3 Traffic Engineering | | | | | | | 0 | \$ - | \$ - | |
| 16.3.1 - Shop Drawing and Material Submittal Review | 1 | \$ 4.00 | | \$ 16.00 | | | 21 | \$ 3,959.48 | \$ - | |
| 16.3.2 - Consultation During Construction | 2 | \$ 4.00 | | \$ 16.00 | | | 22 | \$ 4,248.36 | \$ - | |
| 16.3.3 - On-site Engineering Observation | 2 | \$ 8.00 | | \$ 16.00 | | \$ 2.00 | 28 | \$ 5,324.60 | \$ - | |
| 16.3.4 - Design Modifications | 1 | \$ 2.00 | | \$ 8.00 | \$ 5.00 | | 16 | \$ 2,747.28 | \$ - | |
| Subtotal: | 7 | \$ 24.00 | \$ - | \$ 56.00 | \$ 5.00 | \$ 14.00 | 106 | \$ 19,151.54 | \$ - | \$ 19,151.54 |

| | | | | | | | | | | |
|--------------------------------|----------|-----------|----------|-----------|----------|-----------|------------|---------------------|-------------|---------------------|
| Non-Contingency Totals: | 7 | 24 | 0 | 56 | 5 | 14 | 106 | \$ 19,151.54 | \$ - | \$ 19,151.54 |
|--------------------------------|----------|-----------|----------|-----------|----------|-----------|------------|---------------------|-------------|---------------------|

Boeckman Road Corridor Project Exhibit B.3 – GMP 1 Assumptions & Clarifications

GMP #1 – 90% Temporary Signal 65th Ave. & Stafford Road

Assumptions and Clarifications

These Assumptions and Clarifications form the basis of the Tapani|Sundt, a Joint Venture, TSJV, 90% GMP 1 pricing of the BRCP Temporary Signal scope. In the event that there is a conflict between these Assumptions and Clarifications and any other Contract documents, primacy and precedence is given to these Assumptions and Clarifications.

1. No costs or schedule delays are included due to third party utility relocations.
2. If changes in the law effect the contract work, a change of conditions will prompt a “Change Order”.
3. No property restoration has been included.
4. Work hours assumed to be 40 hours per week, single shift.
5. Excludes removal & replacement of hazardous materials unless shown in the contract drawings and specifications.
6. No “Buy American” or “Buy America” Clauses have been established in the contract documents associated with this GMP.
7. No impacts from planned or future adjacent projects.
8. Includes Contractor Quality Control
9. Excludes Quality Assurance
10. Assumes Erosion Control installation consistent with limits & BMPs identified by 90% sheets FB02 & FB03.
11. Includes purchase of Sanitary Sewer Pipe only, (18” PS46 F679, 10” PVC SDR 35, 8” PVC SDR 35). No fittings, cleanouts, tracer wire, manhole adapters, or other components other than pipe are included in GMP 1 pricing.
12. Additional quantity of Sanitary Sewer Pipe, Fittings, and components may be required to be included in GMP #2.
13. The City of Wilsonville will pay all fees of required permits, except fees associated with electrical trade permits.
14. Assumes all lane closure must occur between the hours of 7pm – 5am
15. Excludes Survey, Survey to be included in GMP #2
16. Excludes removal of the temporary signal
17. Controller Cabinet and Radar interface devices to be furnished by the City of Wilsonville no later than August 25th, 2023. Coordination with supplier by TSJV included.
18. County fiber to be installed by a third party, CBX. Coordination with CBX included.

19. General Conditions includes one superintendent to manage the work, chemical toilets, dumpsters, street sweeping, and final cleaning. No additional administrative staff (Project Manager, Engineers, Safety Manager, Project Administrator, etc.) are included. It is assumed that GMP #1 scope will occur concurrently with other GMPs, and additional costs will be covered by subsequent GMPs.
20. No cost for field office, field office utilities, security and laydown yard included in GMP #1. Assumption is that GMP #1 scope will occur concurrently with other GMPs, and these general conditions costs will be covered by subsequent GMPs.
21. Total Contingency (Cost of Work and Design Builder) amount was developed with specific identified risks. However, the contingency can be utilized by Design Builder for other items as stipulated in Design Build Agreement section 9.D. The Design Builder Fee will be applied to the Cost of Work Contingency for items stipulated in section 9.D(a). The Design Builder Fee will not be applied to Design Builder Contingency for items stipulated in section 9.D(b)
22. Item 100780 – “KPFF – Engineering Services for Construction” will be Not To Exceed amount.
23. Owner Controlled Allowance items contained in Exhibit B.1 have the Design Builder’s fee of 13% factored; Bid Item 100900 & 101100.
24. Allowance Item 101300, “OR CAT Tax”, will not include the Design Builder fee. Allowance will be a direct pass thru of TSJV’s actual Corporate Activity Tax burden.
25. Final quantities of Cost of Work items contained in Exhibit B.1 will be paid as Plan Quantities. The quantities will be established by the 100% IFC plan set and agreed upon for each GMP. Changes to quantities after the 100% plan set will be addressed by a Work Change Directive. Any deductions from scope will remain within the GMP and treated as an Owner Directed Allowance. The Owner Directed Allowance can be used to fund additions of scope after 100% Plan quantities have been established.

DATE OF PROPOSAL EXPIRATION:

April 27th, 2023

Notwithstanding anything to the contrary within this document, labor & equipment contained in Exhibits B.4 & B.5 have been negotiated and approved by the City of Wilsonville prior to the commencement of work and are stipulated rates.

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Exhibit B.4

GMP 1 - Equipment Rates

Based on 11/22/2022 Equipment Watch

| Equipment | Description | GMP 1 Rate |
|------------|--|-------------|
| 8AP | **ASPHALT** | |
| 8AP1 | PAVER - VOGELE 2100-2 | \$ 450.04 |
| 8AP2 | SHUTTLE BUGGY - ROADTEC 2500D | \$ 455.49 |
| 8B | **BACKHOES AND GANNONS** | |
| 8B430 | BACKHOE - CAT 430F EXT HOE | \$ 111.37 |
| 8B430H | BACKHOE - CAT 430 W H50S HOE RAM | \$ 119.99 |
| 8BGAN | GANNON - CAT 415/DEEERE 210 (40 HR/WK) | \$ 68.41 |
| 8BP | **CONCRETE BATCH PLANT** | |
| 8BP1 | BATCH PLANT - ERIE STRAYER | \$ 394.24 |
| 8BP2 | BATCH PLANT - CONECO | \$ 262.47 |
| 8BPCHILL | CONCRETE CHILLER W GEN/TANK | \$ 144.60 |
| 8BPGEN1 | GENERATOR-100KW CAT XQ125 | \$ 65.36 |
| 8BPGEN3 | GENERATOR-500 KW ERIE | \$ 266.91 |
| 8CP | **CONCRETE PAVING** | |
| 8CP2800 | CONC PAVER - GT2800 | \$ 275.30 |
| 8CP4000 | CONC PAVER - GP4000 | \$ 306.65 |
| 8CPBID | BIDWELL 4800 | \$ 257.68 |
| 8CPBM | BARRIER MACH - COMMANDER 3 | \$ 327.51 |
| 8CPC3 | CONC PAVER - COMMANDER 3 | \$ 327.51 |
| 8CPDR | EZ DRILL AND 900 COMPRESS | \$ 131.16 |
| 8CPPS | PLACER SPREADER - PS4000 | \$ 279.77 |
| 8CP RTP | PLACER - RTP 500 | \$ 259.95 |
| 8CPTIN | CURE BRIDGE - TC600 | \$ 55.62 |
| 8CPTS | TRUSS SCREED - MET FORMS INC | \$ 37.15 |
| 8CR | **CRANES** | |
| 8CR100 | 100 TN CRAWLER LINKBELT 218 | \$ 406.45 |
| 8CR150 | 150 TN CRAWLER LINKBELT 248 | \$ 543.21 |
| 8CR230 | 250 TN CRAWLER KOBELCO CK2500 | \$ 1,020.64 |
| 8CR80 | 80 TN RT RTC-8080 | \$ 327.35 |
| 8CRBT | 15T BOOM TRUCK | \$ 62.25 |
| 8D | **DOZERS** | |
| 8D4 | DOZER - D4K2 XL | \$ 132.01 |
| 8D5 | DOZER - D5K2 XL | \$ 146.50 |
| 8D6 | DOZER - D6T XL | \$ 144.06 |
| 8D8 | DOZER - D8T | \$ 357.92 |
| 8EX | **EXCAVATORS** | |

| | | | |
|-------------|--------------------------------------|----|--------|
| 8EX305 | EXCAVATOR - CAT 305 | \$ | 70.09 |
| 8EX308 | EXCAVATOR - CAT 308 | \$ | 95.17 |
| 8EX312 | EXCAVATOR - CAT 312 | \$ | 102.20 |
| 8EX316 | EXCAVATOR - CAT 316 | \$ | 139.22 |
| 8EX320 | EXCAVATOR - CAT 320 | \$ | 122.32 |
| 8EX323 | EXCAVATOR - CAT 323/325 | \$ | 137.66 |
| 8EX323H | EXCAVATOR - CAT 323 W H120 HAM | \$ | 184.22 |
| 8EX336 | EXCAVATOR - CAT 336F | \$ | 161.64 |
| 8EX336H | EXCAVATOR - CAT 336E W H160 HAM | \$ | 233.41 |
| 8EX349 | EXCAVATOR - CAT 349F | \$ | 245.74 |
| 8EX349H | EXCAVATOR - CAT 349F W H180 HAM | \$ | 325.37 |
| 8EX374 | EXCAVATOR - CAT 374F L | \$ | 293.37 |
| 8EX390 | EXCAVATOR - CAT 390 | \$ | 387.24 |
| 8EXCW336 | COMPACTION WHEEL FOR 336 (40 HR/WK) | \$ | 7.00 |
| 8G | **GRADERS** | | |
| 8G14 | BLADE - CAT 14M | \$ | 193.15 |
| 8G140M | BLADE - CAT 140M | \$ | 166.31 |
| 8H | **HOISTING, FORKS, MANLIFTS** | | |
| 8HFL | TELEHANDLER - GENIE 1056 | \$ | 67.61 |
| 8HML | MANLIFT - GENIE Z45 | \$ | 45.44 |
| 8HSL | SCISSORLIFT - GENIE GS3390 | \$ | 89.69 |
| 8L | **LOADERS** | | |
| 8L930 | LOADER - CAT 930 | \$ | 81.05 |
| 8L938 | LOADER - CAT 938 | \$ | 80.01 |
| 8L950 | LOADER - CAT 950M | \$ | 94.47 |
| 8L966 | LOADER - CAT 966M | \$ | 119.28 |
| 8LSS | SKIDSTEER - CAT 272 | \$ | 72.89 |
| 8PU | **TRUCKS** | | |
| 8PU1 | PICKUP 4X2 STD CAB 1/2T | \$ | 18.23 |
| 8PU2 | FLATRACK 4X2 STD CAB 1T | \$ | 22.07 |
| 8R | **ROLLERS** | | |
| 8R25 | PNEUMATIC ROLLER - CAT CW34 | \$ | 121.78 |
| 8R66 | 66" SGL DRM VIB. - CAT CP44B | \$ | 139.19 |
| 8R84 | 84" SGL DRM VIB. - CAT CP56B | \$ | 161.78 |
| 8R84DD | 84" DD ASPHALT - CAT CB66B | \$ | 197.48 |
| 8RRAM | RAMMAX P33 | \$ | 74.69 |
| 8S | **SCRAPERS** | | |
| 8S613 | SCRAPER - 613 | \$ | 163.65 |
| 8S623 | SCRAPER - 623H 15 BCY | \$ | 353.84 |
| 8TR | **TRAILERS** | | |
| 8TRL | LUBE TRUCK | \$ | 65.12 |
| 8TRM | MECHANIC TRUCK | \$ | 55.07 |
| 8TRT | **TRAILERS** | | |
| 8TRTL1 | TRAILER - UTILITY FARM | \$ | 7.07 |
| 8TRTL2 | TRAILER - CARGO VAN | \$ | 1.54 |
| 8W | **WATER TRUCKS, PULLS,** | | |
| 8WKLEIN | WATER TOWER - KLEIN TANK | \$ | 14.12 |

| | | | |
|----------|------------------------|----|-------|
| 8WT2 | WATER TRUCK - 2K GAL | \$ | 36.00 |
| 8WT4 | WATER TRUCK - 4K GAL | \$ | 61.14 |
| 8Z | **GC/MINOR EQUIPMENT** | | |
| 8ZAIR | 185 CFM AIR COMPRESSOR | \$ | 20.27 |
| 8ZAIR2 | 375 CFM AIR COMPRESSOR | \$ | 75.34 |
| 8ZBROOM2 | SIDECAST BRROM (ROSCO) | \$ | 60.13 |
| 8ZGPS | GPS GRADE CONTROL | \$ | 25.00 |
| 8ZLP | LIGHT PLANT | \$ | 14.32 |
| 8ZWB | WATER BUFFALO | \$ | 3.63 |
| 8ZWELD2 | 400 AMP WELDER | \$ | 14.37 |
| 8ZWP4 | PUMP - 4" TRASH | \$ | 34.71 |

Exhibit B.5

GMP 1 - Labor Rates

*Admin - Rates are burdened labor only

*Craft - Prevailing Wage publications applicable to this contract are the Prevailing Wage Rates for Public Works Contracts in Oregon effective January 5, 2023, the Prevailing Wage Rate Amendments effective January 11, 2023, and the October 1, 2022 PWR Apprenticeship Rates.

| Admin | |
|-----------------------------|------------|
| Description | GMP 1 Rate |
| AREA MANAGER | \$ 185.02 |
| PROJECT MANAGER | \$ 171.61 |
| PROJECT ENGINEER | \$ 83.08 |
| FIELD ENGINEER | \$ 73.70 |
| STRUCT ENGINEER | \$ 73.70 |
| PCCP ENGINEER | \$ 73.70 |
| UTILITY ENGINEER | \$ 73.70 |
| PROJECT CONTROLS/OFFICE ENG | \$ 73.70 |
| QUALITY ENGINEER | \$ 73.70 |
| GENERAL SUPERINTENDENT | \$ 120.64 |
| UTILITY SUPERINTENDENT | \$ 80.40 |
| STRUCTURE SUPERINTENDENT | \$ 80.40 |
| PLANT SUPERINTENDENT | \$ 80.40 |
| PCCP SUPERINTENDENT | \$ 80.40 |
| SWING SHIFT SUPERINTENDENT | \$ 80.40 |
| GRADING SUPERINTENDENT | \$ 80.40 |
| SAFETY MANAGER | \$ 93.81 |
| SAFETY COORDINATOR | \$ 66.99 |
| PROJECT ANDMINISTRATOR | \$ 66.99 |
| SCHEDULER | \$ 113.93 |
| INTERNS | \$ 40.16 |
| MODELER | \$ 84.43 |

| Survey | |
|---------------------|------------|
| Description | GMP 1 Rate |
| SURV RODMAN | \$ 50.78 |
| SURV INSTRUMENT MAN | \$ 63.39 |
| SURV PARTY CHIEF | \$ 63.39 |
| SURVEY MANAGER | \$ 87.11 |

Exhibit B.5

GMP 1 - Labor Rates

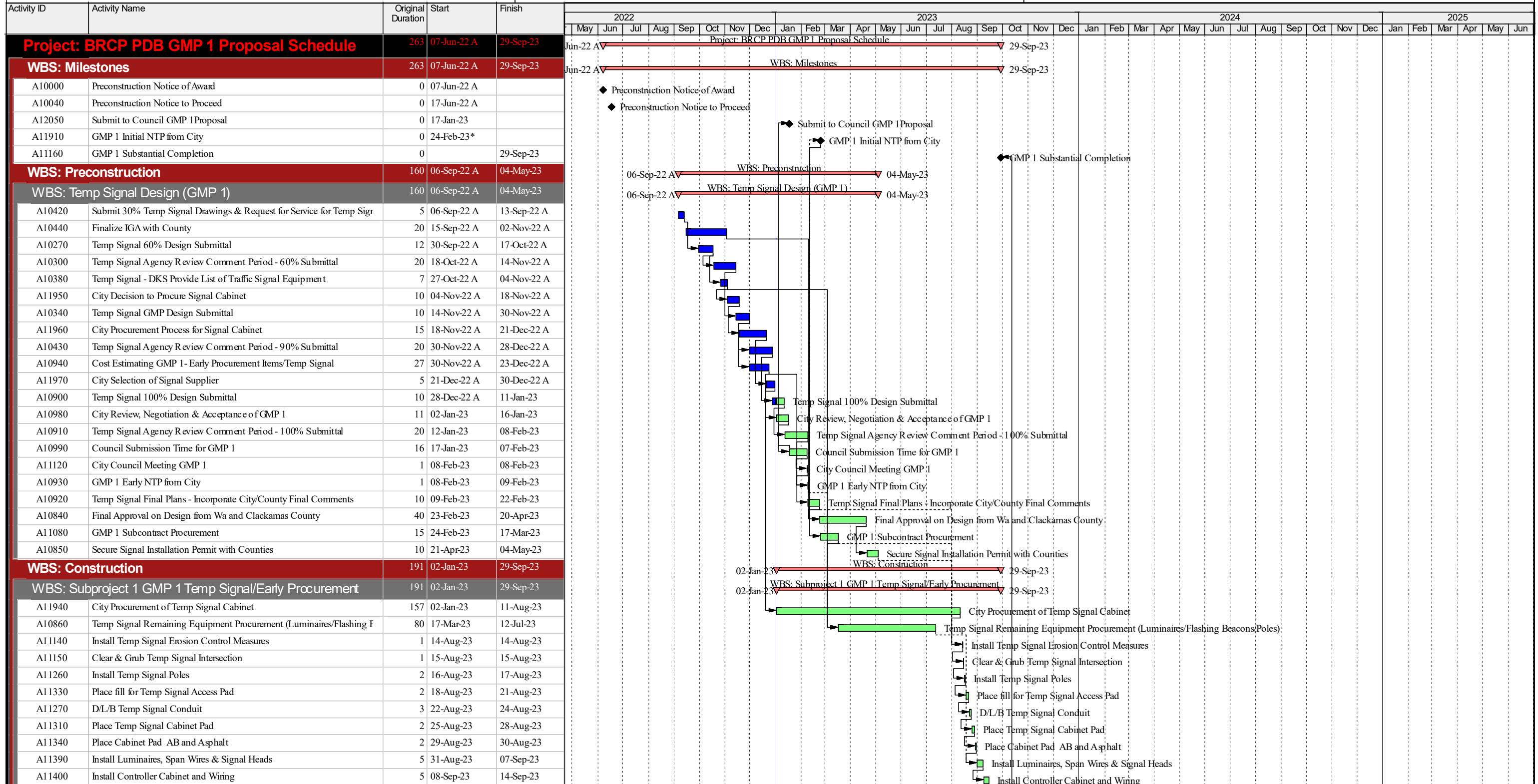
| Craft | |
|------------------------------|------------|
| Description | GMP 1 Rate |
| JOURNEYMAN CARP | \$ 76.96 |
| CARPENTER PILEMAN | \$ 77.13 |
| CARPENTER FOREMAN | \$ 81.89 |
| CARPENTER WELDER | \$ 79.58 |
| FINISHER 1 | \$ 76.61 |
| FINISH -MACHINES | \$ 76.61 |
| FINISHER FOREMAN | \$ 78.92 |
| PCCP FINISH HELPER | \$ 75.64 |
| PCCP FINISHER 2 | \$ 75.64 |
| PCCP FINISH FOREMAN | \$ 77.95 |
| IRONWORKER REBAR | \$ 90.31 |
| IRONWORKER STR STEEL | \$ 90.31 |
| IRONWORKER STR STEEL FOREMAN | \$ 92.62 |
| LABOR GEN,FLAG,DUMP,STRIP | \$ 56.31 |
| LABOR CONC,GUINEA,TENDER | \$ 61.62 |
| LABOR TOOL,RIGGER,PRECAST | \$ 61.62 |
| LABOR RAKER,PIPE,CHUCK | \$ 61.62 |
| LABOR LEAD,DRILL,SCALER | \$ 63.08 |
| LABOR FOREMAN | \$ 65.39 |
| PCCP DOWEL INSERTERS | \$ 61.62 |
| PCCP GEN. LAB-CLEAN UP | \$ 61.62 |
| PCCP DUMPMAN | \$ 63.08 |
| PCCP FOREMAN | \$ 65.60 |
| LABOR, PIPE - GENERAL | \$ 61.62 |
| LABOR, PIPE - TOPMAN, BACKUP | \$ 61.62 |
| LABOR, PIPE - PIPELAYER | \$ 63.08 |
| OP ROLLER, BH, FORK, 938 | \$ 77.10 |
| OP SCRAPER, 950, 966, 323 | \$ 77.10 |
| OP BLADE, D8, 336, 349, 980 | \$ 82.27 |
| OP D10, 374, 988 | \$ 82.27 |
| OP CRANE | \$ 84.47 |
| OP FOREMAN | \$ 86.78 |
| OP GRADE CHECKER | \$ 77.10 |
| OP MECH/WELDER | \$ 82.27 |
| PCCP TEXT / CURE | \$ 77.10 |
| PCCP GROUNDMAN / LDR OPR. | \$ 77.10 |
| PCCP PAVER / PLACER OPR | \$ 82.27 |
| PCCP OPERATOR FOREMAN | \$ 84.57 |
| PILEBUCK/MARINE CARPENTER | \$ 76.74 |
| PILEBUCK FOREMAN | \$ 79.05 |

Exhibit B.5

GMP 1 - Labor Rates

| | | |
|---------------------------|----|-------|
| PIPE OPERATOR FOREMAN | \$ | 81.45 |
| 2/3AXLE FLATRACK/2M WATER | \$ | 56.49 |
| DRIVER 4M WATER | \$ | 56.49 |
| 5AXLE DUMP/>4M WATER | | 72.41 |

BRCP PDB GMP 1 Proposal Schedule



Boeckman Road Corridor Project Exhibit B.7 – Permitting Plan

GMP #1 – 90% Temporary Signal 65th Ave. & Stafford Road

Permits required for construction of GMP 1 will be coordinated and applied for by TSJV & KPFF. The City of Wilsonville will directly pay for all fees associated with permits required for GMP 1, with the exception of, electrical trade permits required for the Temporary Signal installation. The electrical trade permits will be obtained and paid for by the electrical subcontractor.

**Boeckman Road Corridor Project
Exhibit B.8 – Right of Way Acquisition Plan**

**GMP #1 – 90% Temporary Signal
65th Ave. & Stafford Road**

No Right of Way has been identified to acquire for construction of GMP 1.

Exhibit C.1

Construction Proposal: Key Personnel

City of Wilsonville - Boeckman Road Corridor Project

Temporary Signal at 65th Ave. and Stafford Road

Key Personnel:

- Ryan Silbernagel – Construction Project Manager
- Eric Sommers – Construction Superintendent

Subcontractors & Suppliers: See Exhibit C.5

Exhibit C.2

Construction Proposal: Construction Document List

City of Wilsonville - Boeckman Road Corridor Project

Temporary Signal at 65th Ave. and Stafford Road

Drawings: 90% GMP 1 Set (Temporary Signal 65th & Stafford)

SHEET INDEX

| SHEET COUNT | SHEET NUMBER | SHEET NAME |
|-------------|--------------|--|
| 1 | A01 | COVER SHEET |
| 2 | AB01 | EXISTING CONDITIONS PLAN |
| 3 | CO01 | CONSTRUCTION PLAN |
| 4 | MA01 | TEMPORARY TRAFFIC SIGNAL LEGEND |
| 5 | MB01 | SW STAFFORD RD/SW 65TH AVE TEMPORARY TRAFFIC SIGNAL PLAN |
| 6 | MB02 | TEMPORARY TRAFFIC SIGNAL DETAILS |
| 7 | MC01 | TEMPORARY TRAFFIC SIGNAL DETAILS |
| 8 | MC02 | ADVANCE TRAFFIC SIGNAL WARNING SYSTEM PLAN |
| 9 | MC03 | ADVANCE TRAFFIC SIGNAL WARNING SYSTEM PLAN |
| 10 | QA01 | SIGNING AND STRIPING LEGEND |
| 11 | QB01 | SIGNING AND STRIPING PLAN |
| 12 | QB02 | SIGNING AND STRIPING PLAN |
| 13 | QB03 | SIGNING AND STRIPING DETAILS |
| 14 | FB01 | COW EROSION AND SEDIMENT CONTROL NOTES |
| 15 | FB02 | EROSION AND SEDIMENT CONTROL PLAN |
| 16 | FB03 | EROSION AND SEDIMENT CONTROL DETAILS |

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SPECIAL PROVISIONS SECTION – 90% GMP #1 SET (Temporary Signal 65th & Stafford)

(MODIFICATIONS TO THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2018)

Section 00110 – Organization, Conventions, Abbreviations, and Definitions

Section 00120 – Bidding Requirements and Procedures

Section 00130 – Award and Execution of Contract

Section 00140 – Scope of Work

Section 00150 – Control of Work

Section 00160 – Source of Materials

Section 00165 – Quality of Materials

Section 00170 – Legal Relations and Responsibilities

Section 00180 – Prosecution and Progress

Section 00195 – Payment

Section 00210 – Mobilization

Section 00220 – Accommodations for Public Traffic

Section 00225 – Work Zone Traffic Control

Section 00280 – Erosion and Sediment Control

Section 00290 – Environmental Protection

Section 00310 – Removal of Structures and Obstructions

Section 00320 – Clearing and Grubbing

Section 00330 – Earthwork

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Section 00335 – Blasting Methods and Protection of Excavation Backslopes

Section 00340 – Watering

Section 00641 – Aggregate Subbase, Base, and Shoulders

Section 00730 – Emulsified Asphalt Tack Coat

Section 00745 – Asphalt Concrete Pavement – Statistical Acceptance

Section 00749 – Miscellaneous Asphalt Concrete Structures

Section 00960 - Common Provisions For Electrical Systems

Section 00970 - Highway Illumination

Section 00990 - Traffic Signals

Section 02510 – Reinforcement

Section 02926 - Highway Illumination Materials

Exhibit C.3

Construction Proposal: Procurement Plan

City of Wilsonville - Boeckman Road Corridor Project

Temporary Signal at 65th Ave. and Stafford Road

Criteria for Procurement Plan

- **Progressive Design-Build Agreement Section 14: Subcontracting**
- **Design-Build General Conditions Article 6: Design-Builders Responsibilities**
 - **Section 6.13: Concerning Subcontracting and Self-Performance**

Application of Criteria

For this GMP, the Design Builder intends to comply with Section 13 of the Progressive Design-Build Agreement and the Design-Build General Conditions Section 6.13 using a mixture of self-performed work and subcontracted work as shown in the Proposal for the project. The means of subcontracting the work will be determined as set forth in the General Conditions and the estimated value of work in compliance with General Conditions 6.13 A-E.

General Conditions 6.13:

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

6.13.A:

The Design-Builder shall seek to develop Subcontractor interest in the Work and shall furnish to the City a list of potential qualified Subcontractors from whom bids may be requested. The City may identify additional potential qualified Subcontractors from whom the Design-Builder shall request bids.

The subcontractor trades, including suppliers for this GMP are shown in Exhibit C.4 and include:

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- Electrical
- Striping
- Furnish 18" Sewer Pipe

Material supply for self-performed work is included in the cost for that work and will be provided by the Design-Builder.

Per Section 6.13.D.2 subcontracted or self-performed work valued at \$10,000 or less is exempt from the competitive selection process. The following work is expected to meet this requirement and subcontractors will be selected from the list in Exhibit C.5:

- Striping

Per Section 6.13.D.3 subcontracted work valued at less than \$100,000 but more than \$10,000 is exempted provided the Design Builder receives a minimum of three written quotations and awards the subcontract to a qualified Subcontractor at a fair and reasonable price. The City may waive the three-quotation minimum requirement after reviewing the Design Builder's good faith efforts to obtain them. The following subcontracted work is expected to meet this exemption and quotes will be requested from the subcontractors listed in Exhibit C.5. Prior to bidding to subcontractors, if the work is estimated to exceed \$100,000 it will be subcontracted in accordance with the process outlined in 6.13.E below.

- N/A – No subcontracted scope will be procured under this section for GMP 1.

Per Section 6.13.E work valued at over \$100,000 will be awarded based on the competitive selection process.

- Electrical – Temporary Signal Material and Installation: This work will be awarded to the firm that provides the best combination of qualifications and price as required in Section 6.13.E and described more fully below.

6.13.B:

The proposal must include an explanation as to why self-performance or exemption from the competitive selection process is in the City's best interest.

The Design Builder Proposes to self-perform flagging, traffic control set up and maintenance, erosion control, clearing and grubbing, aggregate base and paving as allowed in General conditions 6.13.B and C. Justification for the self-performed work will be more fully explained

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below. The Design Builder will fully respond to any questions or comments submitted by the City in regard to the non-competitive process and is fully insured to the extents required.

- *Special advantages or capabilities of the Design-Builder or Subcontractor to perform the Work:*
 - The Design Builder will be able to take advantage of being onsite to reduce the cost of subcontractor mobilizations. This will reduce cost for the small multiple scopes of work required to install the Temporary Signal.
 - Design Builder has a full time TCS to develop traffic control plans and has the capability to provide Traffic Control and Flagging staff necessary to install the Temporary Signal
- *Market availability of the requested services or products:*
 - The Design Builder is proposing to purchase the GMP 2 Sanitary Sewer pipe materials as part of GMP 1. Lead times for this material requires it to be purchased early to maintain schedule. Four suppliers were solicited with two responsive quotes and was competitively bid.
- *Demonstration that the process are reasonable and fair:*
 - *Independently verified Guaranteed Maximum Price and risk reduction for the city:* The Design Builder requests that the City's Owner Representative provide an independent cost estimate for the work per 6.13.B. This will insulate the City from the risk of high subcontractor costs. Additionally, the Design Builder agrees to and supports open-book costing for all self-performed work on the project. All questions or comments submitted by the City in regards to this process will be fully responded to.
- The following scopes are requested to be performed by TSJV as self-performed work and are above \$10,000 in value:
 - Traffic Control
 - Flagging
- The following scopes of work are requested to be performed by TSJV and are less than \$10,000 in value. Although exempt by section 6.13(D), because the value of work is less than \$10,000, These scopes of work were evaluated against an Independent Cost Estimate, with the exception of Permanent Signing.

| | |
|--|------------|
| ○ Erosion Control - | \$2,908.91 |
| ○ Clearing & Grubbing - | \$3,177.72 |
| ○ Removal of Structures & Obstructions - | \$719.37 |
| ○ General Excavation - | \$2,515.72 |
| ○ Paving - | \$3,406.31 |
| ○ Permanent Signing - | \$5,662.71 |

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6.13.E

General Conditions 6.13.E provides the requirement for the competitive selection process for subcontracting work. Requests for bids or proposals for competitively selected work was advertised in the *Portland Daily Journal of Commerce*. In addition to the PDJ advertisement, reference Exhibit C.5 for subcontractors specifically invited to propose.

SUB-BIDS REQUESTED

Boeckman Road Corridor Project
Wilsonville, OR
Bid Due: 1/3/22 @ 10:00am

Bid Package #1 Temporary Signal
(Includes Temporary Signal, Signing, &
Striping)

Documents will be made available through
Pipeline Suite. Please e-mail Boeckman-
Bids@sundt.com
to request an invitation to bid.

Please submit questions via email to
BoeckmanBids@sundt.com by 12/26/22

See specific instructions in Bid Documents
for submission

TAPANI | SUNDT
IN ASSOCIATION WITH KPFF
7700 NE Parkway Dr. Ste 200
Vancouver, WA 98662
BoeckmanBids@sundt.com

Tapani|Sundt, a Joint Venture requests
sub-bids from all interested firms including
Minority & Women Owned, Emerging Small
Business & Disadvantaged enterprises.

23529757CCB # 240228

TSJV proposes to award subcontracts for Temporary Signal installation and Striping to the subcontractors that provide the Best Value based off the following criteria.

Selection Criteria:

- Price – (60 Points)
- Key Resource & personnel Availability – (15 Points)
- EMR Rating – (10 Points)
- DBE utilization – (5 Points)
- Relative Project Experience – (10 Points)

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Exhibit C.4

GMP 1 - Procurement Method

| Item | Estimated Value | Procurement Method |
|--|------------------------|--|
| 1. Signal Procurement and Installation | Greater than \$100,000 | Proposals from Advertisement. Best combination of qualifications and price |
| 2. Striping | Less than \$10,000 | Proposals from Advertisement. Best combination of qualifications and price |
| 3. Signing | Less than \$10,000 | Proposals from Advertisement. Best combination of qualifications and price |
| 4. 18" Sewer Pipe Early Procurement | Greater than \$100,000 | Selected from a minimum of three requested written quotations |

**DJC advertisement placed per 6.13 E (2) of the Design Build General Conditions*

SUB-BIDS REQUESTED

Boeckman Road Corridor Project
 Wilsonville, OR
 Bid Due: 1/3/22 @ 10:00am

Bid Package #1 Temporary Signal
 (Includes Temporary Signal, Signing, & Striping)

Documents will be made available through Pipeline Suite. Please e-mail BoeckmanBids@sundt.com to request an invitation to bid.

Please submit questions via email to BoeckmanBids@sundt.com by 12/26/22

See specific instructions in Bid Documents for submission

TAPANI|SUNDT
 IN ASSOCIATION WITH KPFF
 7700 NE Parkway Dr. Ste 200
 Vancouver, WA 98662
 BoeckmanBids@sundt.com

Tapani|Sundt, a Joint Venture requests sub-bids from all interested firms including Minority & Women Owned, Emerging Small Business & Disadvantaged enterprises.

23529757 CCB # 240228

Exhibit C.5
GMP 1 - Subcontractor and Suppliers

| Category | Subcontractor | Solicited | Bid Received | Notes |
|--|------------------------------------|-----------|--------------|----------------------|
| 1. Signal Procurement and Installation | Prairie Electric | Yes | Yes | Best Value & Low Bid |
| | Aaken Cooperation | Yes | Yes | |
| | North Star Electric | Yes | Yes | |
| | Tice Electric | Yes | No | |
| | Mill Plain Electric | Yes | No | |
| | DJC Ad | Yes | No | |
| 2. Striping | Specialized Pavement Markings, LLC | Yes | Yes | Best Value & Low Bid |
| | Hicks Striping & Curbing, LLC | Yes | Yes | |
| | B&T Striping and Curbing, Inc. | Yes | No | |
| | Highway Specialties, LLC | Yes | No | |
| | Traffic Safety Supply Co. Inc. | Yes | No | |
| | DJC Ad | Yes | No | |
| 3. Signing | Hicks Striping & Curbing, LLC | Yes | No | |
| | Coral Sales Company | Yes | No | |
| | Highway Specialties, LLC | Yes | No | |
| | DJC Ad | Yes | No | |
| Sewer Pipe Mater | Western Water Works | Yes | Yes | Low Bid |
| | HD Fowler Company, Inc. | Yes | Yes | |
| | FERGUSON WATERWORKS | Yes | No | |
| | Core & Main | Yes | No | |

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Exhibit C.6

GMP 1 - Selected Subcontractor and Suppliers

| Item | Estimated Value | Selected Subcontractor or Supplier |
|--|-----------------|---|
| 1. Signal Procurement and Installation | \$ 133,345.17 | Prairie Electric |
| 2. Striping | \$ 6,930.56 | Specialized Pavement Marking, LLC |
| 3. Signing | \$ 5,662.71 | Non-Responsive Solicitation TSJV to Self-Perform |
| 4. 18" Sewer Pipe Early Procurement | \$ 110,756.84 | Western Water Works |