

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Coffee Creek - Day Road Sewer Extension 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, the **Urban Renewal Agency of the City of Wilsonville**, a political subdivision of the State of Oregon (hereinafter referred to as the “City”), and **Century West Engineering Corporation**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the professional design and coordination services of a new sanitary sewer main located on Southwest Day Road from the existing location on Southwest Garden Acres Road to the intersection of Southwest Day Road and Southwest Boones Ferry Road in the City of Wilsonville, according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2027, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of

Consultant's authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant's Project Manager may be verbal 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 **Four Hundred Eighty-Nine Thousand Eight Dollars and Thirty-Five Cents (\$489,008.35)**, 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 20**.

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

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

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

Section 5. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective January 5, 2026, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. If applicable, Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 6. City's Rights and Responsibilities

6.1. 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.

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 17**.

Section 7. City's Project Manager

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

Section 8. Consultant's Project Manager

Consultant's Project Manager is Joseph Jenkins. 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 9. 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 10. 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 11. Subcontractors and Assignments

11.1. Consultant shall not subcontract with others for any of the Services prescribed herein, assign this Agreement, or assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Agreement without the written consent of the City will be void.

11.2. 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. The City hereby agrees that Consultant will contract with Shannon & Wilson, Inc. to provide its geotechnical engineering

services, which is a critical part of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract between Consultant and subcontractor and no privity of contract exists between the City and the subcontractor. 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 20** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

11.3. Unless otherwise specifically provided by this Agreement, a written consent granted in accordance with **Section 11.1**, or a valid amendment pursuant to **Section 20**, the City incurs no liability to third parties for any compensation (the City is not required to reimburse any costs for work performed by others on behalf of Consultant).

11.4. Consultant shall defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of **Section 13**, below, and meet the same insurance requirements of Consultant under this Agreement.

11.5. The City has the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant must cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant must furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

Section 12. Consultant Is Independent Contractor

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

Section 13. Consultant Responsibilities

13.1. 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.

13.2. 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.

13.3. 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.

13.4. Consultant must provide proof of, and maintain throughout the term of this Agreement, a statutory public works bond or, if exempt, proof of certification filed with the Construction Contractors Board prior to starting work on the Project. Consultant must require in any subcontract that the subcontractor file a public works bond, or proof of certification if exempt, with the Construction Contractors Board prior to starting work on the Project.

Section 14. Indemnity

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement; the negligent acts, omissions, errors, or willful or reckless misconduct of any subcontractor hired by Consultant; all costs incident to Consultant's hiring of assistants or employees; or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2**. 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, to the extent they

result, directly or indirectly, from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

14.1.1. Indemnification of the State of Oregon. Consultant acknowledges responsibility for liability arising out of this Agreement, and shall indemnify, defend, save, and hold harmless the State of Oregon and its officers, employees and agents (collectively the “State”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorney’s fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of the officers, agents, employees, or subcontractors of the Consultant (“Consultant Tort Claims”). It is the specific intention of the parties that the State shall, in all instances, except for Consultant Tort Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the Consultant from and against any and all Consultant Tort Claims.

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

Section 15. Insurance

15.1. 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 Services 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. 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:

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

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

15.1.2. Professional Errors and Omissions Coverage. Consultant and any applicable subcontractors agree to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **Two Million Dollars (\$2,000,000)** per claim and aggregate. Consultant and any applicable subcontractors shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant or subcontractors. Such policy shall have a retroactive date effective before the commencement of any work by Consultant or subcontractors 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.

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

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

15.1.5. Insurance Carrier Rating. Coverages provided by Consultant and any 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.

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

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

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

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

Section 16. Bonding Requirements

16.1. Public Works Bond. Pursuant to ORS 279C.830(2), before starting work under this Agreement or any subcontract hereunder, Consultant and any subcontractors, unless exempt under ORS 279C.836(4), (7), (8), or (9), must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the minimum amount of **Thirty Thousand Dollars (\$30,000)**. The bond must provide that the Consultant or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety’s liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836, unless the surety sooner cancels the bond. Consultant further certifies that Consultant will include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

16.2. Bond Claims. Any notice of claim on a public works bond shall comply with the requirements of ORS 279C.605.

Section 17. Early Termination; Default

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

17.1.1. By mutual written consent of the parties;

17.1.2. 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

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

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

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

Section 18. Survival

Termination under **Section 17** shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. In particular, **Sections 3.4, 11.4, 13.2, 14, 16, 17.2, 21, 22, 23, and 24** will survive the expiration of the term of this Agreement, or termination of this Agreement under **Section 17**.

Section 19. 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 20. Modification/Addendum

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

Section 21. 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 this Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 22. As-Builts/Property of the City

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

Section 23. Notices

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

To City: City of Wilsonville
Attn: Amy Maag, Development Projects Engineering Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Century West Engineering Corporation
Attn: Joseph Jenkins
5500 Meadows Road, Suite 250
Lake Oswego, OR 97035

Section 24. Miscellaneous Provisions

24.1. 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.

24.2. 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.

24.3. 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.

24.4. 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.

24.5. 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.

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

24.7. 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.

24.8. 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.

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

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

24.11. 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.

24.12. 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.

24.13. 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.

24.14. 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.”

24.15. 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.

24.16. 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.

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

24.18. 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.

24.19. 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:

CITY:

CENTURY WEST ENGINEERING CORPORATION

CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

As Its: _____

As Its: _____

URBAN RENEWAL AGENCY:

URBAN RENEWAL AGENCY OF THE
CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

#26472-0

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SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Wilsonville is advancing the Coffee Creek – Day Road Sewer Extension Project to provide critical sanitary sewer infrastructure supporting planned industrial development within the Coffee Creek and Basalt Creek planning areas. The project will extend approximately 3,200 linear feet of new gravity sanitary sewer along SW Day Road between SW Graham’s Ferry Road and SW Boones Ferry Road, connecting into the existing regional sanitary sewer system at the Garden Acres JCT-04 manhole. The project builds upon prior planning efforts, including the City’s Wastewater Master Plan and sanitary sewer concept planning completed for the corridor.

Based on available information and field reconnaissance, the project corridor presents several significant design and construction challenges that will influence alignment refinement, profile development, construction methods, permitting, and overall project cost. Existing utility congestion within the corridor includes the large-diameter Willamette Water Supply Pipeline (WWSP), high-pressure gas lines, overhead transmission power facilities, storm drainage infrastructure, and other underground utilities. Portions of the proposed sewer are anticipated to exceed depths of approximately 20 feet, including crossings near the WWSP and tie-ins at Garden Acres Road and Boones Ferry Road. These conditions will require careful evaluation of trench geometry, shoring requirements, groundwater management, utility separations, traffic control, and overall constructability.

The corridor also presents potential environmental and permitting considerations associated with Tapman Creek, ODOT jurisdiction near SW Boones Ferry Road, and work within or adjacent to BPA easements and utility corridors. Subsurface conditions are anticipated to vary throughout the alignment and may include shallow basalt, weathered rock, Missoula Flood deposits, groundwater, cobbles, and boulders. These conditions may significantly influence excavation methods, dewatering requirements, trenchless feasibility, and construction costs.

Century West understands that the successful delivery of the project will depend on early coordination, proactive risk management, and a practical, constructable design approach. Key project priorities include early utility verification and potholing, geotechnical investigation, coordination with utility owners and permitting agencies, evaluation of trenchless opportunities at constrained crossings, development of realistic construction sequencing and traffic control approaches, and preparation of clear, biddable construction documents that minimize construction risk and reduce the potential for change orders and delays.

Century West also understands the importance of maintaining consistent communication with City staff throughout the project while minimizing the day-to-day burden on City resources. Our approach will focus on identifying critical decisions early, providing clear recommendations, maintaining schedule and budget awareness throughout design, and supporting the City through permitting, bidding, and construction.

To address these considerations, the project scope will include utility coordination and potholing, geotechnical investigation, evaluation of trenchless construction methods at constrained crossings, development of traffic control and construction sequencing concepts, permitting coordination, and preparation of plans, specifications, and engineer’s estimates. Design efforts will focus on refining the sewer alignment and profile to address utility conflicts, constructability constraints, groundwater conditions, and risk mitigation.

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Coordination with the City, utility owners, permitting agencies, and other stakeholders will occur throughout design to support timely decision-making and project delivery. Milestone submittals will include refinement of construction cost estimates, constructability review, and QA/QC procedures intended to support preparation of coordinated and biddable construction documents.

Task 1 – Project Management

The Consultant shall manage sub-consultants (if any) on the team, directing the flow of information between the Consultant team members and the City’s project manager. Monthly billing and status reports will be clearly presented in an organized manner, with costs distributed among tasks and funding sources. The Consultant shall provide services, including the following items:

1. Organize and conduct a kick-off meeting at City Hall. CWE PIC and PM to attend.
2. Conduct biweekly meetings. CWE PM to attend.
3. Prepare and provide updates as needed to the Project Schedule.
4. Prepare materials for and participate in up to two City Council meetings. CWE PIC and PM to attend.
5. Institute QAQC protocols for subconsultant work.
6. Provide exhibits, maps, and figures as needed for City Council meetings.
7. Submit monthly invoices/payment requests; separate costs by tasks.

Deliverables

- Project kickoff meeting agenda, materials, and meeting minutes
- Project schedule and periodic schedule updates
- Monthly progress reports and invoices organized by task
- City Council presentation materials and exhibits (up to two meetings)
- Project exhibits, figures, maps, and supporting graphics (up to four (4) total)
- QA/QC tracking and coordination documentation
- Action item and decision tracking logs, as needed
- Ongoing coordination with City staff regarding scope, schedule, budget, and project risks
- Coordination and communication with permitting agencies and utility stakeholders is assumed not to exceed sixty (60) labor hours. If additional effort is required, a contract amendment may be negotiated.

Assumptions

- One kickoff meeting. One (1) hour duration assumed.
- Biweekly design coordination meetings during active design. Thirty (30) minutes duration assumed.
- Monthly invoicing and progress reporting.
- Up to two City Council meetings. Two (2) hour/meeting duration assumed.
- Schedule updates provided monthly.
- Assumes timely City review and consolidated comments.
- Assumes no significant redesign after 90% review.
- Assumes standard project controls only; no dedicated risk register software or advanced PM systems.
- Consultant assumes the City will manage grant administration and reporting requirements.
- Assume active design services duration of twelve (12) months.

Task 2 – Public Engagement

Public Engagement shall utilize the City’s existing public engagement tools, including “Let’s Talk, Wilsonville!,” Boones Ferry Messenger, and social media platforms, rather than paying for third-party platforms.

Consultant shall prepare, at the request of the City, public information materials, including fact sheets, photographs, graphic illustrations, communications, exhibits, visualizations, summaries, and other documents needed to support the City’s public engagement efforts.

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The City will develop and maintain a project website and upload consultant-produced content and manage the community engagement webpages and platforms, as well as serve as the point of contact for media and public inquiries.

Deliverables

- Public information materials and project content up to:
 - Two fact sheets.
 - Four exhibits/graphics.
 - One project visualization strip map.
 - Minor website/social media support content.

Assumptions

- City will lead all public outreach.
- Consultant will prepare support materials only.
- No standalone open houses included.
- No mailing services included.
- No translation services included.
- No direct public facilitation unless added by amendment.

Task 3 – Project Planning & Surveying

Task 3.1 – Project Initial Research and Project Planning

1. The City will provide the Consultant with the following information in electronic format prior to the Project Kick-Off Meeting for their review.
 - a. Copy of the most recent Public Works Standards and Detail Drawings;
 - b. As-built record drawing information, as available;
 - c. Other pertinent information requested by Consultant, as available.
2. The Consultant will request maps from all utility companies that have utilities within the subject area.
3. The Oregon Utility Notification Center will be contacted to field mark utilities throughout the subject area.
4. Consultant will thoroughly review all as-builts or record drawings, utility company information, and GIS maps.
5. Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) Project Planning Team Meeting to review existing information and project approach.
6. Consultant shall provide Preliminary Project Team Meeting agendas and meeting materials two (2) business days prior to the meeting date and Preliminary Project Team Meeting minutes.

Deliverables

- A Memo summarizing the Project Planning Team Meeting to document the preliminary design approach based on pre-design City feedback.

Assumptions

- The City provides available record information electronically.

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- Utility mapping availability varies by provider.
- One Preliminary Project Team Planning Meeting.
- Existing GIS/as-built information is reasonably accurate.
- No full utility SUE Level A/B program beyond targeted potholing.

Task 3.2 – Site/Topographic/Design Surveying and Potholing

The Consultant will perform site, topographic, and design surveying services for the Project Area as determined by the Consultant and the City. The consultant will perform potholing in the Project Area to verify the depth, location, size, and material type of existing utilities as determined by the Consultant and the City. At a minimum, surveying and potholing will include the following:

1. Establishing a horizontal and vertical survey control network.
2. Referencing the network and all mapping to the City of Wilsonville-approved vertical datum.
3. Surveying and preparing a map showing the following:
 - a. Locations, rim elevations, and invert elevations (of pipes) for all sanitary sewer and storm manholes within the project area
 - b. Locations and top of valve nut elevations for water valves, locations and box rim elevations for meter boxes, hydrants, blow-offs, air releases, and all other appurtenances.
 - c. Utility poles, meters, and overhead wires (including heights).
 - d. Located underground utilities and associated appurtenances and valves, and irrigation systems.
 - e. Crown line of streets.
 - f. Edge of pavement and top face of curb – If a non-standard curb exists, survey top back of curb.
 - g. Fences, mailboxes, street lights, trees, and other street-side structures
 - h. Striping and signage.
 - i. Sidewalks, curb ramps, and driveways.
 - j. Pavement surface treatment
 - k. Retaining walls
 - l. Trees
 - m. Other important topographic features
 - n. Photos of site conditions
 - o. Survey and verify the location, size, invert elevations, and top of culvert elevations at the existing creek crossing.
 - p. Survey will include overhead utility elevations and approximate wire heights at critical crossings and conflict areas.
4. The extent of the survey work will be as to adequately design the proposed improvements.
5. All survey work and elevations on design plans shall be NAVD 88 Datum.
6. Potholing using a vactor excavation truck shall be conducted to verify depth, location, size and material type of existing utilities as determined by the Consultant and the City. Potholes shall be backfilled per City standards.

Deliverables

The Project deliverable will be a complete summary report of the existing conditions. This document will be stamped by a Professional Land Surveyor, registered in the state of Oregon, and include:

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- An existing conditions survey map.
- Raw field survey data and field notes.
- Digital terrain model (DTM) in AutoCAD format, complete with all external references, such that the DTM is fully usable by the City without additional software or reference data.
- Utility locate ticket numbers and maps provided by utility providers.
- Site photographs.

Assumptions

- Survey limits approximately:
 - 3,200 LF corridor length.
 - Full roadway width, ROW to ROW.
- Survey to include visible surface features and utility appurtenances identified in RFP.
- Existing utility markings provided through utility locate requests.
- Utility potholing assumed:
 - Approximately 10–15 potholes.
 - Focused on:
 - WWSP crossing.
 - Deep connection locations.
 - Major utility crossings.
 - Signalized intersections.
- Traffic control for potholing is assumed to be short-duration/mobile operations for roadway segments, and flagged, nighttime work for intersections.
- No lane closure permits beyond standard temporary traffic control.
- No nighttime survey assumed; limited nighttime potholing at intersections is included.
- Existing monumentation sufficient for project control.
- Utility depths outside pothole locations inferred from records and field observations.

Task 3.3 – Pre-Construction Monument Survey

The purpose of a pre-survey is to locate all existing monuments of record within the Project limits to ensure that if they are destroyed during construction, they can be re-set. Consultant shall prepare a Pre Construction Record of Survey to meet the requirement of ORS 209.155. The Pre-Construction Survey will include the location and description of all survey monuments that may be disturbed or destroyed during construction, existing right-of-way, controlling centerlines, survey control network, and proposed centerline and will be filed with the County.

At a minimum, monument surveying will include the following:

1. Locations of all survey monuments that may be disturbed or destroyed by construction.
2. Descriptions of all located survey monuments.

Deliverables

- A Pre-Construction Record of Survey to meet the requirement of ORS 209.155 as described in Task 3.3 above.

Assumptions

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- Existing monumentation can be reasonably recovered.
- Limited monument disturbance anticipated.
- One pre-construction ROS filing.
- Washington County filing fees are excluded or reimbursable.

Task 4 – Geotechnical Investigation

Task 4.1 – Subsurface Explorations and Laboratory Testing

Shannon & Wilson will perform seven (7) subsurface explorations along the proposed Day Road gravity sewer extension alignment. The explorations will extend to depths of approximately 25 to 40 feet below ground surface and will be spaced about 200 to 700 feet apart. Four (4) open standpipe piezometers will also be installed at proposed trenchless crossing locations to monitor groundwater levels. Approximate boring locations are shown below.



Figure 1 – Proposed Subsurface Explorations

Prior to drilling, a Shannon & Wilson representative will visit the site to observe existing conditions and mark the boring locations using white paint or wooden stakes. After marking, Shannon & Wilson will contact the One-Call Utility Notification Center for utility clearance and will subcontract a private utility locator to further verify that the exploration locations are clear prior to the drilling subcontractor’s mobilization.

The geotechnical borings will be advanced using a truck-mounted drill rig capable of performing Standard Penetration Test (SPT) sampling. Drilling will be conducted using mud-rotary methods, with HQ wireline coring employed if competent rock is encountered. Pavement and aggregate base thicknesses will be recorded at the boring locations.

Select soil samples will undergo laboratory testing to characterize the physical and index properties of the subsurface materials. Testing may include natural moisture content, Atterberg limits, and grain-size analysis, unconfined compressive strength testing of rock, depending on encountered conditions. Shannon & Wilson will compile field exploration data in gINT software to produce graphical logs and descriptions. A staff member will review the draft field logs and soil samples upon completion of drilling
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and laboratory testing.

Task 4.1A – Optional Small-Scale Pump Testing (Contingency Task)

As an optional scope of work, Shannon & Wilson proposes conducting small-scale pump tests in the installed open standpipe piezometers to estimate the hydraulic conductivity of the surrounding soils. This optional scope includes additional flagging support to facilitate testing of the piezometers. Groundwater levels within the open standpipe piezometer will be continuously monitored using a datalogger to evaluate hydraulic conductivity during both initial drawdown and subsequent recovery.

For planning purposes, we have assumed that groundwater discharged during pump testing can be conveyed along the roadway to existing stormwater facilities or discharged to the roadway shoulder. Pump testing will not be conducted if groundwater contamination is suspected.

Assumptions

- The boring locations are accessible by a CME 75 truck-mounted drill rig (or equivalent).
- Site access and right-of-entry will be arranged by others.
- Shannon & Wilson will not be responsible for any fees associated with work in the right-of-way.
- Traffic control for drilling operations can be provided using a two-way left-turn lane closure in accordance with OTTCH Diagram 420 or 430.
- Drilling activities can be performed during standard working hours (8:00 a.m. to 5:00 p.m.).
- At least one of the open standpipe piezometer locations is assumed to be in an area that does not require traffic control.
- The open standpipe piezometers will remain in place until construction begins; decommissioning in accordance with applicable regulations will be completed by the construction contractor.
- Drill cuttings will be removed from the site by the drilling subcontractor.
- Shannon & Wilson's scope does not include environmental assessments or evaluations for hazardous or toxic materials.
- Up to three (3) groundwater readings will be collected from the standpipe piezometers during the monitoring period.
- All explorations will be completed during a single mobilization by the drilling subcontractor, with drilling and installation of the open standpipe piezometers performed on consecutive days.
- Drill cuttings and groundwater generated during drilling are assumed to be non-contaminated and non-hazardous, and will not require special disposal. No waste profiling of investigation-derived waste will be performed.
- Borehole locations and elevations will be surveyed by others.
- All work will be completed during the 2026 calendar year.

Task 4.2 – Geotechnical Data Report

Shannon & Wilson will prepare a Geotechnical Data Report (GDR) presenting factual subsurface information for inclusion in the bid documents. The GDR will include soil boring logs, prepared with standardized graphic

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symbols, for each exploration. Subsurface materials will be described in accordance with the Unified Soil Classification System (USCS), and each log will identify the Shannon & Wilson staff member who collected the data, along with the date and time of collection.

The GDR will also include:

1. A description of the geotechnical explorations, including field activities performed, sampling methods and equipment used, and any field tests conducted.
2. Results of laboratory testing.
3. A site plan showing the approximate locations of the explorations.
4. A general description of the subsurface soil and/or rock conditions and groundwater levels measured in the open standpipe piezometers.

Deliverables

- Draft Geotechnical Data Report – one (1) electronic copy (PDF).
- Final Geotechnical Data Report – one (1) electronic copy (PDF).

Assumptions

- Shannon & Wilson will collect groundwater level measurements from the open standpipe piezometers over the course of three (3) occasions.
- At least one of the open standpipe piezometer locations is assumed to be in an area that does not require traffic control.

Task 4.3 – Geotechnical Engineering Analysis and Report

Shannon & Wilson will develop geotechnical recommendations to support the design and construction of the proposed sewer extension. This will include guidance and soil design parameters for subgrade preparation, bedding, backfill, and excavation. In addition, Shannon & Wilson will provide conceptual recommendations for shoring approaches and potential dewatering measures for inclusion in the bid documents. The contractor will be responsible for the final design and implementation of shoring and dewatering systems.

All analyses and recommendations will be summarized into a Geotechnical Engineering Report (GER), which will include a geologic review, summaries of the geotechnical explorations, engineering analyses, design recommendations, and construction considerations. An electronic draft of the report will be submitted for review and comment, and a final report will be issued incorporating feedback from the draft.

Deliverables

- Draft Geotechnical Engineering Report – one (1) electronic copy (PDF).
- Final Geotechnical Engineering Report – one (1) electronic copy (PDF).

Assumptions

- The design of temporary works, including excavation shoring and dewatering systems, will be performed by the construction contractor. Shannon & Wilson will provide conceptual recommendations to help the

design team identify potential risks and determine whether well or well-point dewatering should be included as bid items.

- Design of seismic or slope instability mitigation measures is not included in this scope of services.
- Detailed trenchless engineering design and contractor means and methods development will be performed by others unless authorized under Task 6.0A.

Task 4.4 – Geotechnical Plan & Specification Review

Shannon & Wilson will review geotechnical-related plans and specifications prepared by others and provide comments. Specifically, Shannon & Wilson will review the Earthwork, Shoring and Bracing, and Dewatering specification sections at either the 60-percent or 90-percent design levels.

Deliverables

- Marked-up PDF copy of plans. Reviewed specification sections provided in Microsoft Word format with tracked changes.

Assumptions

- Plans and specifications will be prepared by others and submitted to Shannon & Wilson for review.
- Specification sections will be submitted to Shannon & Wilson in Microsoft Word format.

Task 5 – Utility Coordination and Relocation

The 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. Consultant shall schedule, attend, and document regular utility coordination meetings during design of the project. Consultant shall prepare required utility notification letters for each utility found in potential conflict with the project design.

Consultant shall coordinate with BPA regarding existing easements, transmission facilities, access requirements, construction restrictions, and review requirements that may affect project design and construction.

Deliverables

- Utility notification letters and coordination correspondence
- Utility conflict matrix identifying known and potential conflicts
- Utility coordination meeting agendas, exhibits, and meeting minutes
- Potholing summary documentation and verified utility information
- Updated utility base mapping and utility coordination exhibits
- BPA coordination correspondence and meeting documentation.

Assumptions

- Consultant to lead utility coordination.
- Utility owners remain responsible for relocation design.
- Up to:
 - Two utility coordination meetings.

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- One round of utility conflict review.
- One standard utility notification letter per utility.
- Utility conflict matrix included.
- Assumes reasonable responsiveness from utility owners.
- Assumes franchise utilities provide records electronically.
- No private utility relocation design included.
- No reimbursement agreements included.
- Scope includes coordination support with BPA regarding project impacts and construction constraints. Preparation of BPA-specific engineering packages, easement modifications, or property transactions is excluded.
- Scope assumes up to two (2) coordination meetings with BPA and one (1) review of project plans. Additional BPA coordination or review cycles may require additional services.

Task 6 – Final Design and Bid Documents, 60%, 90% and 100% Plans

The purpose of the final design is to prepare the final construction documents to construct the sanitary sewer main extension.

Task 6.0 – Trenchless Feasibility Evaluation & Pre-60% Workshop

The Consultant will assemble a technical memorandum summarizing the trenchless feasibility evaluation and recommended construction approaches. This will include:

- Open cut versus trenchless construction comparison at critical locations:
 - Boones Ferry Road/Day Road intersection
 - Graham’s Ferry Road/Day Road intersection
 - WWSP and 18” waterline crossing
- Preliminary shaft concepts
- Constructability/staging constraints
- Evaluation of BPA easement constraints and impacts to construction methods.
- Relative risk comparison
- Opinion of comparative cost impacts
- Initial schedule estimate
- Recommendation memo

Following delivery of the memorandum, the Consultant will conduct one pre-60% alignment, constructability, and traffic control workshop with the City to evaluate alignment limits, Boones Ferry intersection approaches, trenchless considerations, and traffic control implications and approaches prior to advancing final profile development. Attendees will include Civil and Trenchless team members, as well as others as needed.

Deliverables

Technical memorandum summarizing trenchless feasibility evaluation and recommended construction approaches.

Assumptions

- Scope assumes one review cycle of the trenchless feasibility memorandum.

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Task 6.0A – Trenchless Design Services (Contingency Task)

If trenchless construction methods are determined to be necessary or preferred following completion of the Trenchless Feasibility Evaluation and pre-60% constructability workshop, the Consultant may provide additional trenchless design services upon written authorization from the City. Trenchless design services may include refinement of trenchless crossing limits, development of trenchless profile geometry, coordination with geotechnical recommendations, and preparation of trenchless-related bid documents and construction details.

Trenchless design considerations may include:

- Launch and receiving shaft concepts and locations
- Trenchless profile and alignment refinement
- Groundwater and geotechnical coordination
- Utility conflict evaluation
- Temporary easement or construction access considerations
- Settlement and risk considerations near critical utilities and roadways
- Traffic control and construction staging implications
- Trenchless-related specification sections and bid items
- Coordination with ODOT, BPA, utility owners, and other stakeholders as required

Deliverables

Deliverables for this task may include:

- Trenchless design memoranda and supporting exhibits
- Preliminary trenchless shaft layouts and profile exhibits
- Trenchless-related plan and profile sheets
- Trenchless technical specifications and bid items
- Updated construction cost estimates reflecting trenchless construction methods
- Coordination meeting materials and review comment responses related to trenchless design

Assumptions

- Assumes a maximum of two (2) crossings.
- This task is considered a contingency task and will only proceed upon written authorization by the City.
- Scope assumes development of design-level trenchless concepts suitable for inclusion in bid documents.
- Final contractor means and methods, temporary works, sequencing, shaft support systems, and construction procedures remain the responsibility of the Contractor.
- Detailed temporary shoring, dewatering, and trenchless equipment design are excluded.
- Additional geotechnical exploration or analysis specifically required for trenchless design may require additional services.
- Additional permitting or environmental review associated specifically with trenchless construction may require additional services.
- Significant redesign associated with changes to City direction, utility conflicts, permitting requirements, or construction approach after authorization of trenchless design services may require additional services.

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- Final trenchless contractor means and methods design is excluded.

Task 6.1 – 60% Design Documents

Using the Basalt Creek and Coffee Creek Sanitary Sewer Concept Plan, the Consultant shall prepare a preliminary set of 60% design plans and a cost estimate. Plans sheets of the 60% plan set shall include, but are not limited to:

1. Cover Sheet
2. Draft Legend and Construction Notes
3. Existing Conditions Plan
4. Erosion Control Plan
5. Plan and Profile of the Proposed Sanitary Improvements
6. Applicable City of Wilsonville Detail Drawings
7. Traffic Control Overview Plan and Staging Plan Sheets

The Consultant will develop conceptual traffic control and construction phasing approaches to support design development, constructability evaluation, utility coordination, and agency coordination with the City and ODOT. Traffic control concepts will evaluate lane closure requirements, temporary lane shifts, potential night work considerations, intersection impacts, access maintenance, and sequencing constraints associated with deep utility construction. Traffic control concepts will be developed in parallel with sewer alignment and profile refinement to support evaluation of constructability and minimize impacts to traffic operations.

Consultant shall prepare, in collaboration with City Project Manager, Project Special Provisions for the Project based on 2018 ODOT Standard Specifications and current Wilsonville Public Works Standards. The City will provide the standard Wilsonville Special Provisions for inclusion in the Project Special Provisions.

City will add 60% plan review comments to the comment log. Consultant shall update the comment log by providing a response to each comment and submit it with the 90% construction documents.

Deliverables

- Comment log with Consultant responses to each comment.
- 60% plan set in half-size (11"x17"), 1"=40' scale, electronic (PDF) format.
- 60% Project Special Provisions.
- 60% bid schedule and bid item descriptions.
- 60% Engineer's construction cost estimate.

Task 6.2 – 60% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for two (2) meetings: A 60% design review meeting after submittal of 60% design to City and a meeting to review City 60% review comments. Meetings may be held virtually or at Wilsonville City Hall.

Deliverables

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

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- Project Team Meeting minutes.

Task 6.3 – 90% Design Plans and Bid Documents

Consultant shall prepare a complete set of 90% plans, Project Special Provisions, and cost estimate based on comments received during the 60% design review meetings. City will add 90% plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the 100% construction documents.

Deliverables

- Updated comment log with Consultant responses to each comment.
- 90% plan set in half-size (11"x17") electronic (PDF) format.
- 90% Project Special Provisions.
- 90% bid schedule and bid item descriptions.
- 90% Engineer's construction cost estimate.

Task 6.4 – 90% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 90% design review meeting after receipt and review of City 90% review comments. Meeting may be held virtually or at Wilsonville City Hall.

Deliverables

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

Task 6.5 – 100% Design Plans and Bid Documents

Following the review of the 90% Design Plans. The Consultant will make any revisions based on comments received from the City and resubmit the 100% Design, Bid Sheet, Project Special Provisions, and Engineer's Construction Cost Estimate for bidding.

Deliverables

- Updated comment log with Consultant responses to each comment.
- Final engineering plan set in both full-size (22"x34") and half-size (11"x17") electronic (PDF) format, digitally stamped and signed by a Professional Engineer registered in the state of Oregon.
- Final Project Special Provisions.
- Final bid schedule and bid item descriptions.
- Final Engineer's construction cost estimate.

Task 6.6 – Bidding Assistance

The Consultant shall coordinate with the City in the preparation of bid documents for construction. The City will prepare, print, and distribute construction bid documents and will be the main point of contact for all bidders during the bidding process. The Consultant shall prepare a response to potential construction contractor and supplier technical questions regarding the plans and specifications at the request of the City. Consultant shall review any addenda necessary to clarify the construction bid documents upon request.

Century West Engineering
June 3rd, 2026

The Consultant shall assist the City with contractor prequalification activities, including review of contractor prequalification applications, evaluation of contractor qualifications relative to the project requirements, preparation of technical recommendations for City consideration, and participation in meetings or discussions related to contractor prequalification, if requested by the City.

After contract award, Consultant shall produce conformed construction documents by incorporating issued addenda from the bidding process and update Project plans and Project Special Provisions.

Deliverables

- Written responses addressing technical questions during the bidding process, as needed.
- Construction bid document addenda review comments, as needed.
- Conformed construction documents, including:
 - Plan set in half-size (11"x17") electronic (PDF) format.
 - Project Special Provisions in electronic (PDF) format.

General Task 6 Assumptions

- Design assumes gravity sewer installation.
- Sewer size generally remains 15 inches.
- Existing conceptual alignment is generally maintained.
- Preliminary design developed from survey, potholing, and geotechnical findings.
- Trenchless evaluation limited to high-risk crossings and constrained segments.
- Standard City and ODOT details/specifications utilized where applicable.
- No permanent retaining wall design assumed.
- No extensive roadway widening assumed.
- Pavement restoration is assumed to consist primarily of asphalt trench restoration, T-cut restoration, and/or grind and inlay restoration. Full roadway reconstruction and ultimate concrete roadway section design are excluded.
- No existing signal modifications assumed.
- Limited stormwater modifications anticipated.
- Design assumes standard utility separations can be achieved.
- No hydraulic modeling assumed.
- No easement legal descriptions included.
- No landscape architecture is included.
- No ADA curb ramp design is included.
- Roadway reconstruction or significant grading design is not included.
- Virtual meetings assumed unless requested otherwise.
- Traffic control plans will be developed to a design-level/conceptual level sufficient for permitting coordination, constructability evaluation, and inclusion within bid documents.
- Final contractor means and methods, temporary traffic control implementation, and detailed staging sequencing remain the responsibility of the Contractor.
- Traffic analysis, signal timing modifications, and formal traffic modeling are excluded.
- Major redesign associated with revised traffic control direction after 60% design may require additional services.
- Shoring and dewatering requirements are assumed to be addressed primarily through technical

specifications.

- Assumes review of up to three (3) contractor prequalification packages.
- Final determination of contractor prequalification status remains the responsibility of the City.
- Scope does not include appeals support.

Task 7 – Construction Engineering – Not Included (May Be Negotiated Separately)

Task 8 – Environmental Services (Contingency Task)

Task 8.1 – Creek & Wetland Delineation (Contingency Task)

This task requires the following:

- Wetland scientists will delineate the boundaries of all wetlands and the ordinary highwater of Tapman Creek within the project area
- PHS will complete a delineation report and submit the report to DSL and, if necessary, the Corps for their review and approval

Deliverables

- Wetland Delineation Report

Assumptions

- PHS is not responsible for the DSL review fee
- All wetland and creek flags will be surveyed by a professional surveyor
- A functional stream assessment is not likely to be needed and is not included in our scope

Task 8.2 – Permitting Support (Contingency Task)

Prepare and submit a joint permit application; obtain State and Federal Permits. This task requires the following:

- PHS will prepare a Joint Permit Application (JPA) describing the proposed project. The JPA is required to obtain state and federal permits. Among other information, the JPA will include the proposed project; its purpose and need; details of the construction methods; how site erosion will be controlled; the names of adjacent landowners; and the signature of a local planner.
- Communication with state and, if needed, federal agencies will continue after the submittal of the JPA to respond to any questions and to facilitate the issuance of the permit

Deliverables

- JPA Permit

Assumptions

- PHS is not responsible for the agency review fees
- A mitigation plan is not required, or if required, is limited to payment-in-lieu to DSL
- PHS is not responsible for an archaeological review, which may be required by the Corps
- No species protected by the Endangered Species Act will be impacted by the project
- The project is not anticipated to create new regulated impervious surface requiring permanent

stormwater treatment.

General Project Assumptions

- The City will provide available GIS data, record drawings, utility records, and prior planning documents prior to kickoff.
- Existing conceptual alignment from prior planning efforts will generally remain valid and will not require a full alternatives analysis.
- Design will primarily occur within existing public right-of-way and easements.
- No full ROW acquisition services are included.
- City review durations are assumed to be approximately 2–3 weeks per milestone.
- Permit agency review durations are outside Consultant control.
- The City will serve as the primary media and public inquiry contact.
- Final bid and construction schedule assumptions may require refinement after utility coordination and geotechnical investigation.
- Electronic deliverables only unless specifically requested otherwise.
- City to provide standard Wilsonville specification boilerplate and standard details.
- ODOT review durations, permitting timelines, and approval requirements are outside Consultant control.
- Scope includes coordination support with BPA; preparation of BPA-specific engineering packages or easement modifications is excluded.

EXHIBIT B

City of Wilsonville Coffee Creek-Day Road Sewer Extension Engineering Fee		Century West Engineering [CWE]						Shannon & Wilson						S&L Land Services						Pacific Habitat Services (PHS)			Stahell Trenchless Consultants														
Task Code	June 3, 2026 Task Description	PMC & DAC	Senior DAC	PM & CM	Design Lead	ETI I	ETI II	Project Coordinator	Vice President	Associate	Senior Professional II	Senior Professional I	Professional IV	Professional III	Professional II	Professional I	Office Services IV	Office Services III	Office Services II	Office Services I	Project Manager	Professional Land Surveyor	Certified Photogrammetrist	Office Technician	Party Chief	Field Technician	Admin	Line Lead	Wetland Scientist 1	Wetland Scientist 2	Graphics/Technician	Principal Engineer	Senior Engineer	Project Engineer	Admin Support	Budgeted Cost	
1	PROJECT MANAGEMENT																																				
1.1	Project Management	26	12	105	12	24	0	6																													
2	PUBLIC ENGAGEMENT	26	12	105	12	24	0	6																													
2.1	Public Engagement	0	0	8	8	20	40	0																													
	PHASE 1 - DESIGN AND BIDDING DOCUMENTS																																				
3	PROJECT PLANNING & SURVEY																																				
3.1	Project Initial Research and Project Planning	2	4	8	16	0	8	0																													
3.2	Site Topography/Design, Surveying and Photodog	0	0	4	0	0	0	0																													
3.3	Pre-Construction Monument Surveying	2	4	12	16	0	8	0																													
4	GEOTECHNICAL INVESTIGATION																																				
4.1	Technical Exploration and Laboratory Testing																																				
4.2	Geotechnical Data Report																																				
4.3	Geotechnical Engineering Analysis and Report																																				
4.4	Geotechnical Data & Specification Review																																				
5	UTILITY COORDINATION AND RELOCATION																																				
5.1	Utility Coordination and Relocation	0	0	20	60	0	20	0																													
6	FINAL DESIGN AND BID DOCUMENTS: 60% 90% 100% PLANS																																				
6.0	Trenchless Feasibility Evaluation & Pre-60% Workshop	1	2	8	16	0	24	0																													
6.1	60% Design Documents	4	8	40	80	100	200	0																													
6.2	60% Design Review Meeting	0	2	4	0	0	0	0																													
6.3	60% Design Plans and Bid Documents	2	4	20	40	60	140	0																													
6.4	60% Design Review Meeting	0	1	2	0	0	0	0																													
6.5	100% Design Plans and Bid Documents	2	4	60	20	40	40	0																													
6.6	Bidding Assistance	2	4	16	16	0	40	0																													
7	CONTINGENCY TASKS	11	25	100	172	200	324	0																													
7.1A	Design Phase Support (Contingency Task)																																				
7.1B	Trenchless Design Services (Contingency Task)	1	2	4	8	20	32																														
7.1C	Crack & Wetland Mitigation (Contingency Task)																																				
7.1D	Permitting Support (Contingency Task)	1	2	4	8	20	32	0																													
	Expenses																																				
	Vehicle Mileage	112	mile	56.75	6357.00																																
	Meals/Travel	7	meal	540.00	3780.00																																
	ODCS (billed at actual costs)	1	LS	\$35,000.00	\$35,000.00																																
	Perching Exp 10 LS	1	LS																																		
	Drilling Subcontractor (Base Scope)	1	LS	\$39,600.00	\$39,600.00																																
	Crack Control and Private Utility Locating Subcontractors	1	LS	\$50,000.00	\$50,000.00																																
	Crack Control Subcontractors (1.5% Contingency Expense)	1	LS	\$1,980.00	\$1,980.00																																
	Field Equipment Charges	1	LS	\$3,910.00	\$3,910.00																																
	Laboratory Testing	1	LS	\$11,000.00	\$11,000.00																																
	Survey Filing Fee																																				
	Traffic Control																																				
	Expenses Subtotal																																				
	Hour Subtotal	42	45	266	276	264	624	6	3	17	98	72	44	104	112	6	2	20	8	100	120	120	2	2	28	77	44	35	56	8	94	8					
	Labor Cost Subtotal	\$14,070.00	\$12,700.00	\$69,840.00	\$45,140.00	\$39,840.00	\$74,880.00	\$660.00	\$885.00	\$4,335.00	\$20,580.00	\$12,000.00	\$6,820.00	\$11,080.00	\$11,420.00	\$750.00	\$210.00	\$3,400.00	\$1,368.00	\$12,000.00	\$15,840.00	\$11,760.00	\$386.00	\$5,740.00	\$10,934.00	\$5,808.00	\$3,640.00	\$18,200.00	\$29,370.00	\$960.00							
	Contingency Subtotal																																				
	Company Subtotal, Inc. Expenses	\$281,491.20							\$129,294.25												\$26,299.00							\$26,124.00									
	Total Cost																																				\$488,028.35