



# REQUEST FOR PROPOSALS

## ENGINEERING AND RELATED SERVICES

Boeckman Road Corridor Project  
Owner's Representative  
Project #4212

SEPTEMBER 8, 2021

**Address Proposals to:**

City of Wilsonville  
Attn: Zachary Weigel, PE  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

**Proposals due: Thursday, September 30, 2021, at 5:00 PM, local time**

Proposals must be sealed in an opaque envelope, plainly marked as follows: "Request for Proposals – Boeckman Road Corridor Project Owner's Representation," and sent to the attention of Zachary Weigel, Project Manager. Include the name and address of the Proposer. Proposers must submit three (3) written sets and one (1) electronic set of the Proposal. Electronically mailed or faxed Proposals will not be accepted. The City of Wilsonville reserves the right to reject any or all Proposals.

- This Page Intentionally Left Blank -

# Table of Contents

## Request for Proposals

I.	Project Description .....	3
II.	Minimum Qualifications .....	4
III.	RFP Documents .....	4
IV.	Project Manager .....	4
V.	Pre-Proposal Meeting.....	5
VI.	RFP Questions .....	5
VII.	Proposal Submission.....	6
VIII.	Schedule .....	6
IX.	General RFP Information.....	7
	Changes to the RFP Solicitation by Addenda.....	7
	Confidentiality.....	7
	Cancellation .....	8
	Late Proposals.....	8
	Disputes .....	8
	Proposer Certifications .....	8
	Nondiscrimination.....	9
	Competition .....	9
	RFP Protests and Change Requests .....	9
	Proposal Liability.....	10
	City Requests for Clarification, Additional Research, and Revisions .....	10
	Rejection of Proposals .....	10
	Modification or Withdrawal of Proposal by Proposer.....	11
	Duration of Proposal.....	11
	Wilsonville, Oregon and Federal Requirements.....	11
X.	Scope of Work .....	12
	Term of Service .....	12
	Pre-Contract Activity.....	12
	Task 1 – Pre-PDB Contractor Award .....	12
	Task 2 – PDB Contractor Pre-Construction Design Phase Services .....	14
XI.	Proposal Requirements .....	17
	Proposal Format.....	17
	Introductory Letter .....	17
	Project Understanding.....	18
	Project Approach .....	18
	Proposer’s Experience .....	19
	Project Team Experience .....	19
	Project Schedule .....	20

Supporting Information .....	20
XII. Proposal Evaluation and Selection .....	20
Written Evaluation .....	20
Interview Evaluation .....	21
Successful Proposer Determination.....	21
Award Protest .....	22
 Attachment A	
Sample Professional Services Agreement .....	A-1
 Attachment B	
Location Map.....	B-1

# Request for Proposals

The City of Wilsonville, Oregon is requesting Proposals in order to select a qualified consultant to provide professional engineering services as an Owner's Representative for the Boeckman Road Corridor Project ("Project"). Consultants are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this **Request for Proposals (RFP)**. The anticipated negotiated fees for the Owner's Representative are expected to exceed \$100,000; therefore, Proposals will be evaluated in accordance with the qualifications based selection procedures of OAR 137-048-0220. This Project  does  does not involve federal funds. If federal funds are involved, special federal requirements are contained within the attached draft Professional Services Agreement and must be carefully reviewed and complied with.

The Boeckman Road Corridor Project (BRCP) will be designed and constructed using the Progressive Design Build (PDB) alternative procurement process that has been authorized by the City of Wilsonville City Council. Because the City Council has authorized using the PDB alternative contracting approach, the successful responder to this RFP will not be allowed to be participate on the PDB project delivery team.

## I. Project Description

The BRCP includes four interrelated public works projects on Boeckman Road between Canyon Creek Road and Wilsonville/Stafford Roads in northeast Wilsonville. The four projects to be combined are:

1. The Boeckman Dip Bridge project will construct a bridge over Boeckman Creek and will make needed safety improvements by correcting a vertical curve deficiency and upgrading the existing steep, narrow, rural roadway to an urban standard with safe bicycle and pedestrian facilities that connect residential neighborhoods, jobs, schools, and commercial land uses. The bridge project includes a temporary traffic signal to serve detour traffic at the Stafford Road/ SW 65<sup>th</sup> Avenue/ Elligsen Road intersection during construction.
2. The Boeckman Road Sanitary Sewer Improvements project that will construct approximately one-half mile of new sanitary sewer trunk on Boeckman Road to serve the Frog Pond area. The new sewer will connect existing sewer lines between the future bridge on the west and the Wilsonville/ Stafford Roads on the east.
3. The Boeckman Road Street Improvements will improve the existing roadway with multi-modal improvements between the future bridge and the Wilsonville/ Stafford intersection.
4. The Canyon Creek Road/Boeckman Road Signalization project will construct a new traffic signal at the intersection of Canyon Creek Road and Boeckman Road.

The Owner's Representative will provide technical engineering expertise and support services to supplement the City's project "Owner" responsibilities required for this PDB procurement

contract. Such services are expected to relate to PDB contractor selection and contract management, right-of-way review, environmental permitting, public involvement, design and plan review, unit pricing and cost analysis, construction management and inspection, etc. A more detailed scope of services as currently understood is in Section X of this Request for Proposal.

Because the overall BRCP delivery will be subject to the PDB contractor's approach and schedules (as approved by the City), the Professional Services Agreement between the Owner's Representative and the City will include a General Scope of Services that provides for Task Order negotiation and approval as the BRCP progresses and the Owner's Representative services can be better defined. For example, the contractor may divide the BRCP work into smaller projects with their own distinct schedules for scope and design, guaranteed maximum price, and construction for which the City will likely issue phased contract amendments that appropriately refine the Owner's Representative services.

## II. Minimum Qualifications

To be considered for award of the contract for this Project, each Proposer shall demonstrate the following minimum criteria as part of their Proposal.

1. Proposer's project team shall include a State of Oregon Registered Professional Engineer.
2. Proposer shall demonstrate a minimum of five (5) years' experience providing the types of services described within the Scope of Work of this Request for Proposals for public agencies.
3. Proposer shall not have a record of substandard workmanship, as verified by the City by communication with licensing authorities, former clients and references, and other means as the City deems appropriate.

## III. RFP Documents

Request for Proposal (RFP) documents may be obtained at Wilsonville City Hall, located at 29799 SW Town Center Loop East, Wilsonville, Oregon 97070. RFP documents can also be downloaded for free at <https://www.ci.wilsonville.or.us/rfps>. Upon request, RFP documents may be obtained by standard mail for a fee of \$35.00. The City of Wilsonville shall not be held responsible for the delivery of the documents. Contact Candi Garrett at (503) 683-4960 to obtain RFP documents by mail.

## IV. Project Manager

The City's Project Manager shall be the sole point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

Zachary J. Weigel, P.E.  
Capital Projects Engineering Manager  
Wilsonville Engineering Division

Contact at:  
503-570-1565  
[weigel@ci.wilsonville.or.us](mailto:weigel@ci.wilsonville.or.us)

## V. Pre-Proposal Meeting

An optional pre-Proposal meeting for all interested consultants will be held at **12:30 p.m.** local time on **Wednesday, September 15, 2021**. The pre-Proposal meeting will be held remotely via Zoom at:

To join the Zoom meeting, go to: <https://us02web.zoom.us/j/86551209188>

Meeting ID: 865 5120 9188

One tap mobile

+13462487799,,86551209188# US (Houston)

+16699006833,,86551209188# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 865 5120 9188

Find your local number: <https://us02web.zoom.us/j/86551209188>

Consultants will be provided the opportunity to discuss with City staff the Project and services described in the RFP.

## VI. RFP Questions

Interested consultants shall direct all questions regarding RFP documents in writing or email to:

City of Wilsonville  
Attn: Zachary J. Weigel, P.E.  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

OR

[weigel@ci.wilsonville.or.us](mailto:weigel@ci.wilsonville.or.us)

All questions shall include "Boeckman Road Corridor Project Owner's Representation – RFP Questions" in the subject line or written on the front of the envelope and be submitted in writing by **5:00 p.m.** local time on **Thursday, September 23, 2021**. Questions and answers will be provided by email to all firms on the RFP holders list.

Access to the City's Project Manager for telephone calls, emails or other communication will be unrestricted during the RFP preparation period until **5:00 p.m.** local time on **Thursday, September 23, 2021**. During this time Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after **5:00 p.m.** local time on **Thursday, September 23, 2021** will not be addressed.

For the sake of fairness, Proposers are not to contact any City staff or official other than the Project Manager concerning this RFP. Contact with any other City staff or official concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFP. Only answers to those questions responded to by the Project Manager via email or by written addendum may be relied upon.

## VII. Proposal Submission

Interested consultants shall submit three (3) copies of their written Proposals and one (1) copy of their electronic Proposal in PDF format, sealed in an opaque envelope, plainly marked "Request for Proposals – Boeckman Road Corridor Project Owner's Representation," and include the name and address of the Proposer. Proposals shall be addressed and submitted to the following location by **2:00 p.m.** local time on **Thursday, September 30, 2021.**

City of Wilsonville  
Attn: Zachary J. Weigel, P.E.  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

Proposals must arrive at the issuing office on or before the listed time and date due. Late Proposals will be returned unopened and without review. Electronically mailed or faxed Proposals will not be accepted.

## VIII. Schedule

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

Advertise Request for Proposals	September 8, 2021
Pre-Proposal Meeting	September 15, 2021, 12:30 p.m.
RFP Change Request Deadline	September 23, 2021, 5:00 p.m.
RFP Question Submission Deadline	September 23, 2021, 5:00 p.m.
Addenda Issuance Deadline	September 27, 2021
Proposals Due	September 30, 2021, 5:00 p.m.
Evaluation of Proposals Complete	October 7, 2021
Interviews Scheduled <i>(if required)</i>	October 8, 2021
Notice of Intent to Award	October 8, 2021
Award Protest Deadline	October 15, 2021, 5:00 p.m.
City Council Award Hearing <i>(if over \$100,000)</i>	November 15, 2021, 7:00 p.m.
Notice of Award	November 16, 2021

## IX. General RFP Information

### **Changes to the RFP Solicitation by Addenda**

The City reserves the right to make changes to the RFP by written addendum, which shall be issued by email format only to all those who have obtained the RFP documents by pick-up and standard mail. Addenda will be posted to <https://www.ci.wilsonville.or.us/rfps> and available for download. Interested consultants who obtained RFP documents from the City website are responsible for checking and obtaining all addenda prior to submitting a Proposal.

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than **Monday, September 27, 2021**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

### **Confidentiality**

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

*"This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."*

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising

out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

### **Cancellation**

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

### **Late Proposals**

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

### **Disputes**

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

### **Proposer Certifications**

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Attachment A), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to

the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.

6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

### **Nondiscrimination**

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

### **Competition**

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

### **RFP Protests and Change Requests**

A prospective Proposer may protest anything contained in the RFP documents and request a supporting change to any provision, specification, or contract term contained in the RFP documents by submitting a written request to:

City of Wilsonville  
Attn: Zachary J. Weigel, P.E.  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

OR

[weigel@ci.wilsonville.or.us](mailto:weigel@ci.wilsonville.or.us)

All change requests shall include "Boeckman Road Corridor Project Owner's Representation – RFP Protest" in the subject line or written on the front of the envelope and be submitted, in writing, by **5:00 p.m.** local time on **Thursday, September 23, 2021**. Each protest and request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

The City will evaluate and resolve all protests and related change requests submitted before the listed time and date due within a reasonable time following receipt of the protest. The City will

issue a written decision on the protest to the Proposer who submitted the protest. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

### **Proposal Liability**

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City's selection decision.

### **City Requests for Clarification, Additional Research, and Revisions**

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

### **Rejection of Proposals**

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

### **Modification or Withdrawal of Proposal by Proposer**

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

### **Duration of Proposal**

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

### **Wilsonville, Oregon and Federal Requirements**

The City of Wilsonville intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Wilsonville.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Proposer is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Wilsonville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

If Federal funds are utilized in conjunction with this Project, special federal contracting requirements apply and are set forth in the draft Professional Services Agreement.

## X. Scope of Work

The following is a proposed scope of work for the Owner's Representative for the Boeckman Road Corridor Project. As noted, the Progressive Design-Build (PDB) procurement process will be used for project delivery.

**The Scope of Work provided herein includes all anticipated Owner Representative services through the duration of the project. It is anticipated that a detailed scope of work and fee will be negotiated at pre-determined milestones for each phase of work, generally to include Pre-PDB Contractor Award, PDB Contractor Pre-Construction Design Phase Services, and each PDB Contractor Construction Phase. Each phase of work, once a scope and fee is negotiated, will be executed by contract amendment. The phases of work and key milestones shall be determined as part of execution of the professional services agreement for Owner's Representation services.**

### **Term of Service**

The contract resulting from this RFP shall have an anticipated date of final completion on June 30, 2024.

### **Pre-Contract Activity**

The successful proposer shall work with the City's Project Manager to refine and clarify a General Scope of Services prior to preparing the Professional Services Agreement for the Owner's Representative services (Consultant contract). A pre-contract meeting will be required, and shall not be billable to the City. It is understood that the scope and fee for Owner's Representation services will be negotiated in phases at key milestones determined at the time of execution of the Professional Services Agreement. The scope and fee for each phase of work will be based on the City's desired level of support and will be executed by contract amendment.

### **Task 1 – Pre-PDB Contractor Award**

*Note: The City desires this task be included in the Professional Services Agreement the City Council considers for the Owner's Representative contract award. The Task Description provides Scope of Work details for the first phase of the Owner's Representative Professional Services Agreement.*

#### **Task Objective**

Prepare a Request for Proposals (RFP) document, participate in a pre-submittal meeting (if held), provide technical assistance in PDB Contractor selection using the criteria and PDB submittals as described in the RFP to help the City determine the most qualified Respondent, and select a PDB Contractor. Negotiate PDB Contract and subsequent Change Orders with selected PDB Contractor in partnership with City staff (including City Attorney) for City Council consideration and authorization. The Owner's Representative services are described below.

## **Task Description**

Provide staff experienced in bridge, roadway, underground utility, and traffic control design and construction processes and PDB contracting. For all subtasks, provide minutes and/or summary technical memoranda as directed by City.

### 1.1 Requests for Proposals (RFP)

Assist City staff in validating overall project budget and cash flow requirements for use in the PDB Contract that will accompany the RFP. Review existing data, project information, and project planning documents the City has completed to prepare to initiate the BRCP for use in explaining project background in the RFP.

Develop draft RFP (including Progressive Design Build Contract) and review with City staff (including City Attorney). The PDB contract may include sections on Design-Builders Duties and Status, Pre-Construction Design Phase, Construction Phase, Guaranteed Maximum Price (GMP) Amendments, Compensation, Cost of the Work, and Costs Not Reimbursable, etc. Incorporate changes into a final RFP for the City to advertise solicitation for a PDB Contractor. The Consultant will prepare materials for and track addenda to the RFP as needed.

### 1.2 Pre-Submittal Meeting

Schedule a pre-submittal meeting to address interested parties' questions and provide information about the submittal process and work with City staff to provide background information about the BRCP. Attend and participate in the meeting. No new materials would be prepared for this conference. Record information presented and/or obtained at the conference, including questions and respective answers and distribute to prospective PDB Contractors.

### 1.3 Proposal Evaluation

Provide technical expertise to the City's selected Technical Review Committee during their evaluation of the Proposal submittals. Provide staff experienced in bridge, roadway, and underground utility design and construction processes and PDB contracting.

Evaluate the submittals as described in the RFP. Draft an evaluation form for City review to be used by Technical Review Committee during the review process. Meet with the committee to discuss and summarize the submittal findings. Prepare Requests for Clarification to submit to one or more Proposers. Prepare for and schedule interviews with potential PDB Contractors. Provide additional information to potential PDB Contractors that will be required at interviews and to complete the evaluation process.

### 1.4 Selection Results Debriefing

Once approved, notify the PDB teams of the evaluation results. Participate in debriefing the selection process with the selected PDB Contractor or unsuccessful PDB Contractors.

### 1.5 PDB Contract Negotiations and Award

Provide contract negotiation support to optimize the opportunity for City to select the best PDB Contractor Team.

Assist City staff in presenting evaluation outcome and contract award to the Wilsonville City Council for approval. Address any challenges to the contract award.

#### 1.6 Other Services as Requested

Perform other services not specifically defined herein as requested and authorized by the City.

*Preliminary Task 1 Deliverables (listed for Tasks 1 only - deliverables for other tasks to be determined upon negotiation of Owner's Representative scope and fee):*

- Prepare Project Background Summary and BRCP Budget and Cash Flow Schedule for use in RFP and PDB Contract.
- Draft RFP and PDB Contract and final RFP and PDB Contract (including draft PDB Contract iterations) for City staff (including City Attorney) review and approval.
- Handouts and presentation materials for the pre-submittal conference; documentation and preparation of written responses to questions asked during the pre-submittal conferences.
- Up to three addenda to the final RFP.
- Evaluation form for use in evaluating submittals and draft letter to each PDB Contractor Team describing the results of the evaluation process.
- Technical Memorandum on submittals and contract negotiations summarizing evaluation and selection results.
- Negotiated PDB Contract for City Council consideration to award PDB Contract.
- Presentation materials to be used in one City Council meeting for recommendation of the selected PDB Contractor and contract award.
- PDB Contract Change Orders as BRCP progresses and contract oversight continues.

### **Task 2 – PDB Contractor Pre-Construction Design Phase Services**

#### **Task Objective**

Provide services to City during the PDB Contract Pre-Construction Design phase(s) including Preliminary Engineering, Construction Document Development, and Construction Proposal.

Assist in review and approval of PDB Contractor-provided documents such as plans, pre-design studies, design reports, 30%, 60%, 90% and/or 100% design plans, and Guaranteed Maximum Price (GMP).

Provide technical expertise on PDB Contractor-proposed materials, design, cost estimating, and construction processes for roadway and pathway elements, City underground utilities, bridge, private utilities, water resources, wildlife protection, environmental permitting, etc. Assist City in review of early work packages, risk assessment, independent cost estimating.

## **Task Description**

Provide staff experienced in bridge, roadway, underground utility, and traffic control design and construction processes and PDB contracting. For all subtasks, provide minutes and/or summary technical memoranda as directed by City.

### 2.1 Develop Project Charter

Develop charter and team building as a joint effort with the PDB Contractor Team to establish respect, trust, and a collaborative relationship between the City, Owner's Representative, and PDB Contractor Team; roles and responsibilities; process for identifying and resolving issues or conflicts that may arise; and agreement on project pace, achieving project milestones, mutual schedule goals to achieve expedience and project efficiencies (cost, time, stakeholder satisfaction, etc.).

### 2.2 Preliminary Engineering

Provide review and written comments on preliminary engineering reports, environmental permitting approach, project phasing, and schedule development in coordination with the City's review team.

Prepare for and participate in design development workshops with internal and possibly external stakeholders.

Review the PDB Contractor's preliminary engineering report(s) and advise the City on approval and consent to proceed on any or all of its portions and potential associated PDB Contract and Scope of Work changes, if needed.

### 2.3 Construction Document Development(s)

Provide review and written comments for 30%, 60%, 90% and/or 100% design, schedule, specifications for the proposed improvements in coordination with the City's review team. Facilitate development of risk assessment matrix to track resolution of issues. Provide independent cost estimation to review, collaborate on, and negotiate GMP at appropriate design phases. Develop construction phase measurement/payment structure.

Organize and participate in regular City and PDB Contractor team meetings, including constructability and value engineering workshops, until Construction Documents are complete. Review the PDB Contractor's Construction Documents and advise City on their approval.

### 2.4 PDB Contractor Construction Proposal(s)

Review PDB Contractor Construction Proposal and GMP, request clarification, and advise City on acceptance or rejection; assist with GMP Amendment if needed.

### 2.5 Other Services as Requested

Perform other services not specifically defined herein as requested and authorized by the City.

### **Task 3 - PDB Contractor Construction Phase(s)**

#### **Task Objective**

Provide services to City staff throughout preparation, construction, and closeout for the overall BRCP or project packages, including final review and approval of Construction Documents if needed; PDB contract, approved Construction Documents and GMP compliance oversight; and inspection, contract administration, and construction management.

#### **Task Description**

Provide staff experienced in bridge, roadway, underground utility, and traffic control design and construction processes and PDB contracting. For all subtasks, provide minutes and/or summary technical memoranda as directed by City.

##### **3.1 Construction Kickoff Meeting**

Upon verification of final approval of Construction Documents for work, organize a construction kickoff meeting to be held with appropriate City staff, the PDB Contractor Team, and external stakeholders.

##### **3.2 Construction Management/Administration/Inspection**

Observe and monitor PDB Contractor's activities and quality assurance during construction to ensure PDB Contract, Construction Documents, and GMP compliance. Organize and participate in monthly progress meetings or as needed.

Assist City staff in submittal reviews and compliance, requests for information, and change order processing as needed. Review and verify PDB Contractor monthly progress and quantities for payment authorization. Assist with contract issues, risk and change management, construction issues, and overall project documentation on behalf of the City.

The City inspectors' work load will be evaluated to determine the level of assistance required for the City's construction inspection responsibilities. The need for survey verification will be determined pending language in approved Construction Documents and PDB Contract language.

Assist the City with final contract close-out activities including processing final payment requests and preparing documentation to serve as the basis for termination of the PDB Contract.

##### **3.3 Other Services as Requested**

Perform other services not specifically defined herein as requested and authorized by the City.

### **TASK 4 Public Outreach Plan**

#### **Task Objective**

Develop a Public Outreach Plan that will allow for timely updates to stakeholders, the City Council, the Wilsonville community, and the general public. City expects to provide the majority

of leadership for the public outreach. Consultant will develop for City review and approval a written memorandum that summarizes the Public Outreach Plan.

### **Task Description**

Provide minutes and/or summary technical memoranda as directed by City.

#### **4.1 Public Outreach Plan**

The plan will include website, physical signage, Boones Ferry Messenger, and meetings where citizen questions and concerns can be shared and responses prepared.

#### **4.2 Other Services as Requested**

Perform other services not specifically defined herein as requested and authorized by the City.

## **XI. Proposal Requirements**

Interested consultants shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

### **Proposal Format**

Proposals shall be typewritten with a standard body text font (e.g. Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall be preferably double-sided and stapled once or bound in the upper left-hand corner. The City requests that submittal materials contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binders, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8 ½" x 11" sheet.

Proposals shall be organized in accordance with the listed proposal contents and shall not exceed 14 total pages. Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and not counted in the page limit requirements. A front cover sheet and one-page table of contents are not counted in the page limit requirements.

Proposals exceeding the specified number of pages or text font size may be considered non-responsive and the Proposal may be rejected. Pages exceeding the maximum page limit may not be reviewed.

### **Introductory Letter**

The introductory letter should address the consultant's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected.

The letter shall be addressed to the City's Project Manager and include the name of the firm, as well as the printed name, title, telephone number, and email address of the officer authorized to represent the consultant in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

The letter of interest shall specifically stipulate the following statements:

*"Proposer has received and examined, as part of the Proposal, Addenda No. \_\_\_ through \_\_\_. Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal."*

*"The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due."*

*"All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the City of Wilsonville, without restriction or limitation of future use."*

### **Project Understanding**

Proposals shall demonstrate the consultant's understanding of the Project by providing a clear and concise description of the Owner's Representative responsibilities, familiarity with alternative procurement methods, and experience with Progressive Design Build projects, discussion of the anticipated primary issues and milestones, and identification of key stakeholders, based on the information provided in the RFP.

### **Project Approach**

Proposals shall clearly define the tasks and activities necessary to meet the objectives outlined in the Scope of Work of the RFP. Proposer should demonstrate knowledge of the type of work requested, ability to solve the anticipated Project issues, and ability to offer innovative ideas. Proposer's ability to expeditiously complete the work should be made evident. The Proposal should include the following:

1. Describe overall approach to project management.
2. Describe Proposer's approach and methodology for preparing project cost estimates, including the services being solicited by the RFP, as well as the cost of permits, acquisitions, and construction.
3. Describe approach to organize and accomplish each of the tasks and activities of this RFP, including addressing the anticipated primary issues and milestones.
4. Identify Proposer's specific team members, including key sub-consultants, and resources assigned to each task and activity of the RFP.

5. Describe Proposer's approach to complete the tasks and activities of this RFP in a timely manner and control costs.
6. Describe Proposer's approach to unanticipated issues that may arise during the Project.
7. Describe Proposer's quality assurance and quality control procedures to be implemented on this Project.
8. Describe Proposer's approach and abilities to interact and engage stakeholders.
9. Identify and describe the deliverables that will result from each task and activity.
10. Identify key points of input and review with City staff.

### **Proposer's Experience**

Proposals shall provide a brief work history of consultant's and any key sub-consultant's projects entailing the same type of Owner's Representative work being requested. Emphasis should be placed on local projects for public agencies where possible. The Proposal should include the following:

1. Describe the consultant's and key sub-consultant's firm size, office locations, and relevant capabilities and resources to be utilized on this Project.
2. Describe consultant and key sub-consultants' work experience that correspond with the Project needs, as identified in this RFP.
3. Provide at least three (3) examples of projects completed by Proposer for public agencies within the last five (5) years that best characterize Proposer's experience with the work being requested and work on projects using alternative project delivery approaches, work quality, and cost control, describing each by project name, type, location, and date.
  - Include the public agency name and the name, address, telephone number, and email of the current contact person for each project, where possible.
  - Identify what role, if any, each team member who is proposed for this City Project (see Project Team Experience, below) played in each listed project.
  - Identify original and final contract costs for each listed project. Explain any cost overruns and corrective actions taken.

### **Project Team Experience**

Proposals shall identify the team to be assigned to the Project by name, describing each member's qualifications and experience with completed projects relative to the requested services, including expertise regarding all tasks associated with the Scope of Work. Each Proposal should include the following:

1. Identify by name and title the project principal, project manager, key staff, and any sub-consultants or subcontractors to be assigned to this Project.
2. Describe education, training, qualifications, registrations, certification, and relevant individual work experience of all key personnel, including sub-consultants, to be assigned to this Project.

3. Identify the Project roles and responsibilities of all key personnel.
4. Describe any attributes or expertise of key personnel uniquely situated for the requested services.
5. Describe the extent of principal and project manager involvement.
6. Describe current and anticipated assignments and location of key personnel, including percentage of time devoted to other projects during performance of this Project.
7. Estimate the percentage of time key personnel will be devoted to this Project for the duration of the Project, based on a 40-hour work week.

### **Project Schedule**

Proposals shall include a proposed Project schedule identifying the duration and completion date of all tasks and milestones. The schedule should reflect the anticipated final completion date stated in the Scope of Work. If the schedule extends beyond the final completion date, the Proposal should include an explanation as to why the work cannot be completed within the proposed timeframe stated in the Scope of Work.

### **Supporting Information**

Supporting materials may include graphs, full resumes, other references, charts, sample documents, and photos. However, pertinent information should be covered in the body of the Proposal. Supporting Information will not count toward the page limit, but brevity is encouraged. If there is no additional information to present in the Supporting Information, then state: *“There is no additional information we wish to present.”*

## **XII. Proposal Evaluation and Selection**

A Selection Review Committee of at least three members will be appointed to evaluate the Proposals received. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP.

The City may also seek expert advice to help review Proposals. Advisors to the Selection Review Committee may attend evaluation meetings and consultant presentations, evaluate the Proposals, and lend any such expertise to the process as requested by the City. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed or otherwise brought to an end, have communications with any Proposers regarding their Proposals or the RFP process.

At any point during the evaluation process, the City is permitted to seek clarification of any Proposal.

### **Written Evaluation**

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

## EVALUATION CRITERIA

Criteria	Maximum Score
Introductory Letter	Required
Project Understanding	10
Project Approach	30
Proposer's Experience	20
Project Team Experience	40
Project Schedule	Required
Supporting Information	N/A
<hr/>	
Total	100 Points

### **Interview Evaluation**

If determined to be necessary or desirable by the City, finalists from the written evaluation may be invited to participate in an additional interview evaluation process. The number of finalists will be determined by the Selection Review Committee. The interview evaluation process will provide an opportunity for Proposers to make a presentation to clarify their Proposal and for the Selection Review Committee to ask additional questions related to the Proposal and Scope of Work. The City will notify finalists of the interview evaluation time and location and allow for a reasonable period of time for finalists to prepare presentations.

After the interviews, each member of the Selection Review Committee will re-evaluate and re-score each finalist interviewed according to the Evaluation Criteria. Each member will rank, in descending order, each interview by total score.

### **Successful Proposer Determination**

The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer. Depending on the number of Proposers and the point spread among Proposals, the Selection Review Committee may determine that an interview evaluation is needed to determine the Successful Proposer. Those Proposers selected for interviews will be based on the Proposals with the highest overall ranking.

If interviews are conducted, the Successful Proposer will be determined based on the adjusted post-interview score and ranking in accordance with the Evaluation Criteria. The Proposer with the highest overall adjusted ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients and references, and other means as the City deems appropriate and may reject any Proposal upon finding a record of Proposer's substandard workmanship.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final contract that is in the best interest of the City. With regards to the Professional Services Agreement, the City will only negotiate those provisions that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

After the City has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the Wilsonville City Council, for contracts over \$100,000. The Wilsonville City Council will then make the final contract award decision.

### **Award Protest**

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-048-0240. The protest must be in writing and submitted to:

City of Wilsonville  
Attn: Zachary J. Weigel, P.E.  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

OR

[weigel@ci.wilsonville.or.us](mailto:weigel@ci.wilsonville.or.us)

Award protests shall include "Boeckman Road Corridor Project Owner's Representation – Award Protest" in the subject line or written on the front of the envelope. The written protest must be received by the City no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City's written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise

the RFP documents accordingly, and solicit for new Proposals. The City's decision regarding the protest is final and concludes the administrative appeals process.

- This Page Intentionally Left Blank -

# Attachment A

## Sample Professional Services Agreement

- This Page Intentionally Left Blank - Left Blank -

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Boeckman Road Corridor Project (“Project”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and \_\_\_\_\_ a(n) \_\_\_\_\_ [state] \_\_\_\_\_ [corporation/limited liability company, etc.] (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 engineering services according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

**Section 2. Term**

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2024, 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. 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 \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), 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 unit pricing 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 work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 17**.

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

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

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

## **Section 5. City's Rights and Responsibilities**

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2021-22. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 15**.

## **Section 6. City's Project Manager**

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

## **Section 7. Consultant's Project Manager**

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

## **Section 8. Project Information**

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

## **Section 9. Duty to Inform**

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

## **Section 10. Subcontractors and Assignments**

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

## **Section 11. Consultant Is Independent Contractor**

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

11.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 17** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

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

## **Section 12. Consultant Responsibilities**

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

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

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision

shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to “subcontractor” mean a subcontractor at any tier.

12.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant’s employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

### **Section 13. Indemnity**

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant’s failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City’s requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant’s negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2.** Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant’s subcontractors, including their agents, employees, and suppliers.

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

### **Section 14. Insurance**

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant’s activities or work hereunder. Any and all

agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

14.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

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

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

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

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

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

## **Section 15. Early Termination; Default**

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

15.1.1. By mutual written consent of the parties;

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

15.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of

Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

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

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

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

## **Section 16. Suspension of Services**

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

## **Section 17. Modification/Addendum**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives

rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

### **Section 18. Access to Records**

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

### **Section 19. Property of the City**

19.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement 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. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

19.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

### **Section 20. Notices**

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

To City: City of Wilsonville  
Attn: Zach Weigel  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Consultant: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 21. Miscellaneous Provisions**

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City’s sole discretion, will apply.

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

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

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

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

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

21.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other

expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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

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

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

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

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

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

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

21.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the

specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

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

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

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

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

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

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

**CONSULTANT:**

**CITY:**

\_\_\_\_\_

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Adams, Assistant City Attorney  
City of Wilsonville, Oregon

k:\dir\boeckman road\corridor\doc\psa boeckman rd corridor-bid #4212 psa (ra).docx

- This Page Intentionally Left Blank -

# Attachment B

## Location Map

- This Page Intentionally Left Blank -

