



REQUEST FOR PROPOSALS

ENGINEERING AND RELATED SERVICES

Boeckman Creek Sanitary Sewer
Interceptor and Trail Design and
Construction Support

Project(s) #2107, 9150

April 18, 2022

Address Proposals to:

City of Wilsonville
Attn: Matt Palmer, P.E.
29799 SW Town Center Loop East
Wilsonville, OR 97070

Proposals due: Wednesday, May 11, 2022, at 2:00 p.m., local time

Proposals must be sealed in an opaque envelope, plainly marked as follows: "Request for Proposals – Boeckman Creek Sanitary Sewer Interceptor and Trail Design and Construction Support," and sent to the attention of Matt Palmer, P.E., Civil Engineer. Include the name and address of the Proposer. Proposers must submit five (5) sets 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.

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Request for Proposals

The City of Wilsonville, Oregon is requesting Proposals in order to select a qualified consultant to provide professional services for Boeckman Creek Sanitary Sewer Interceptor and Trail Design and Construction Support (“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 fee for this Project is 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.

I. Project Description

The Boeckman Creek Sanitary Sewer Interceptor and Trail Design and Construction Support Project (“Project”) is a combination of two planned City capital improvement projects: (1) the Boeckman Creek Interceptor Project (“Interceptor Project”) and (2) the Boeckman Creek Regional Trail South Project (“Trail Project”).

The Interceptor Project is identified in the 2014 Wastewater Collection System Master Plan (Project ID Nos. CIP-05 and CIP-06; See Attachment B2) and is a critical sanitary sewer system improvement that will upsize the existing gravity sanitary sewer interceptor line primarily located within the heavily forested Boeckman Creek corridor. The project extends from the newly constructed Memorial Park Pump Station located in the lower levels of the City’s Memorial Park to Boeckman Road approximately 1.4 miles upstream. The primary purpose of the Interceptor Project is to upsize the existing interceptor line to serve future development within Frog Pond East and South (identified as Advance Road URA in wastewater the master plan) residential areas which are currently being planned.

The Trail Project is identified in the Bicycle and Pedestrian Master Plan (Project ID R3; See Attachment B3) as a regional trail linking Memorial Park in the south to the Stafford Spur Trail to the north (east of the existing Canyon Creek Park). In summary, this portion of the Trail Project is a 10- to 12-foot-wide paved shared-use path from Memorial Park to Boeckman Road that will mainly follow the alignment of the Interceptor Project. Proposed trail improvements include bridge crossings of the Boeckman Creek and hillside ravines, trail amenities including benches, signage, and a trail overlook, and other improvements typical of forested shared use pathways.

Design of both projects will occur as one phase with construction tentatively planned as Lower and Upper Corridor phases. The City is considering grouping both construction phases into one but this will be determined at a later time. For a more detailed project phasing schedule, refer to Section X, Scope of Work Tasks.

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. 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.

RFP documents can also be downloaded at www.questcdn.com, Project #8183576. For any assistance with free registration or downloading, contact QuestCDN customer service at (925) 233-1632.

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:

Matt Palmer, P.E.
Civil Engineer
Wilsonville Engineering Division

Contact at:
(503) 570-1538
palmer@ci.wilsonville.or.us

V. Pre-Proposal Meeting

There will be no pre-submittal meeting or site visit scheduled for this RFP.

VI. RFP Questions

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

City of Wilsonville
Attn: Matt Palmer, P.E.

29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

palmer@ci.wilsonville.or.us

All questions shall include “Boeckman Creek Sanitary Sewer Interceptor and Trail Design and Construction Support – 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 **Wednesday, May 4, 2022.** 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 **Wednesday, May 4, 2022.** 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 **Wednesday, May 4, 2022** 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 five (5) copies of their written Proposals, sealed in an opaque envelope, plainly marked “Request for Proposals – Boeckman Creek Sanitary Sewer Interceptor and Trail Design and Construction Support,” 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 **Wednesday, May 11, 2022.**

City of Wilsonville
Attn: Matt Palmer, 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	April 18, 2022
RFP Change Request Deadline	May 4, 2022, 5:00 p.m.
RFP Question Submission Deadline	May 4, 2022, 5:00 p.m.
Addenda Issuance Deadline	May 6, 2022
Proposals Due	May 11, 2022, 2:00 p.m.
Evaluation of Proposals Complete	May 27, 2022
Interviews Scheduled (<i>if required</i>)	None Anticipated
Notice of Intent to Award	May 30, 2022
Award Protest Deadline	June 6, 2022, 5:00 p.m.
City Council Award Hearing	July 7, 2022, 7:00 p.m.
Notice of Award	July 8, 2022

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, standard mail, or download at www.questcdn.com.

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 **Friday, May 6, 2022**, 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: Matt Palmer, P.E.
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

palmer@ci.wilsonville.or.us

All change requests shall include “Boeckman Creek Sanitary Sewer Interceptor and Trail Design and Construction Support – 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 **Wednesday, May 4, 2022**. 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 Tasks

The following are proposed scope of work tasks associated with the Boeckman Creek Sanitary Sewer Interceptor and Trail Design and Construction Support Project ("Project"), and other ancillary tasks. The tasks listed is not a final list. It is anticipated after a Consultant is selected that this list will be modified through scope negotiations.

As shown below in Project Phasing, design work will occur as one phase with construction happening in two separate phases: a lower and a upper creek corridor. The splitting point of the two construction phases is approximately west of Wilsonville High School at the confluence with the High School interceptor line. Refer to Attachment B2, Figure 7-1, for the exact location of this splitting point.

The Consultant shall provide construction plans and documents for the two separate construction phases with the anticipation of each phase being bid and constructed in succeeding fiscal years. The City may alter plans and elect to combine work and construct both phases as one project.

All work and deliverables shall be provided in accordance with City standard specifications, current ODOT specifications, or other specifications as further defined during scope negotiations.

Pre-Contract Activity

The Consultant shall work with the City's Project Manager to refine and clarify the scope of services prior to preparing its cost proposal. A pre-contract meeting(s) may be required, and shall not be billable to the City.

Project Phasing

The City of Wilsonville has overall authority in scope, schedule, and budget for this project. This project is divided into multiple phases with anticipated phase completion date(s) as follows:

Phase 1: Preliminary Design, Survey, and Permitting	October 2022
Phase 2: Design, Public Involvement, and Easement Acquisition	June 2023
Phase 3: Construction Services – Lower Creek Corridor	October 2024
Phase 4: Construction Services – Upper Creek Corridor	October 2025

The contract resulting from this RFP shall have an anticipated date of final completion on December 31, 2025.

Project Management

Consultant shall provide project management for work associated with this Project, including managing Consultant's staff and any subconsultants. Consultant shall schedule and coordinate work with the City's Project Manager. Consultant shall communicate with the City the Project work status on a regular basis and project issues as concerns arise. Consultant shall also provide quality assurance such that all deliverables have been peer reviewed prior to submittal to the City.

Consultant shall prepare monthly progress reports accompanied by progress billings, as well as monitor work tasks, budgets and schedule. Monthly progress billings are subject to City review and approval.

Consultant shall prepare a detailed Project schedule that includes each task and subtask and key project milestones. Consultant shall update the Project schedule as changes to task timeframes occur.

Task 0.1 Deliverables - Consultant shall provide:

- Monthly progress reports indicating percent completed during current billing period and total to date per task and subtask.
- Monthly progress billings on a time and materials basis per task and subtask.
- Project schedule and updates as needed.

PRELIMINARY DESIGN, SURVEY, AND PERMITTING

Project Information Review

The City will provide Consultant with the following information in electronic format prior to the Project Kick-Off Meeting for their review.

- 1) City of Wilsonville 2017 Public Works Standards and Detail Drawings;
- 2) 2014 Wastewater Collection System Master Plan;
- 3) Bicycle and Pedestrian Master Plan;
- 4) Current plan revisions of the Boeckman Road Corridor Project, as available;
- 5) As-built record drawing information, as available;
- 6) Survey data from Boeckman Road Corridor Project and Memorial Park Lift Station, as available.
- 7) Other pertinent information requested by Consultant, as available;

Preliminary Project Team Meetings

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for up to three (3) Preliminary Project Team Meetings:

- 1) Project Kick-Off Meeting
- 2) Preliminary Sanitary Sewer Design Meeting
- 3) Preliminary Boeckman Creek Trail Design Meeting

Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room. Due to potential COVID-19 restrictions, meetings may be held in an online format, hosted by the City.

Deliverables - Consultant shall provide:

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

Topographic Surveying

Consultant shall perform topographic surveying services for the entire project area (see Attachment B1) from Memorial Park Lift Station at the southern end to Boeckman Road at the northern end. The extent of the survey work shall be as necessary to adequately design the proposed improvements. The survey limits shown in Attachment B1 shall be considered approximate at this time and may be additionally modified during scope negotiations with selected Consultant.

At a minimum, topographic surveying shall include the following:

- 1) Establishing a horizontal and vertical survey control network
- 2) Reference the network and all mapping to City of Wilsonville approved vertical datum, NAVD 88 Datum.

- 3) Surveying and preparing a map showing the following:
 - a. Locations, rim elevations, and pipe invert elevations for all sanitary and storm structures within the project area.
 - b. Locations and top of valve nut elevations for water valves, locations and box rim elevations for meter boxes, hydrants, blow-offs, air releases, and all other appurtenances.
 - c. Utility poles and overhead wires, including heights
 - d. Located underground utilities and associated appurtenances and valves, and irrigation systems
 - e. Edge of pavement and top face of curb
 - i. If a non-standard curb exists, survey top back of curb.
 - f. Fences, mailboxes, street lights, trees, and other street side structures
 - g. Trees
 - h. Retaining walls
 - i. Striping and signage
 - j. Sidewalk, curb ramps, and driveways
 - k. Other important topographic features
- 4) Survey data shall be compiled in digital format and a digital terrain model shall be created which can be used for design purposes.

Deliverables – Consultant shall provide:

- Digital terrain model (DTM) in AutoCAD DWG format complete with all external references such that the DTM is fully usable by the City without additional software or reference data.

Pre-Construction Monumentation Survey (Contingency Task)

Consultant, or subconsultant, shall conduct research to determine the presence of existing monuments within the project area. Following this research, pre-construction survey(s) will be conducted and recorded with Clackamas County to record the location(s) of all monuments within the project area, if needed.

Deliverables – Consultant shall provide:

- Electronic copies (PDF) of all submitted pre-construction surveys.

Tree Evaluation

Consultant shall perform a tree survey by a Certified Arborist in accordance with City of Wilsonville requirements. Tree survey shall include, but is not limited to:

- Species
- Diameter
- Health
- Wind throw resistance

Deliverables – Consultant shall provide:

- Tree inventory and assessment.

Wetland Delineation and Assessment

Consultant shall delineate and assess the wetland area(s) of the proposed Project site. It is anticipated that the wetland delineation and assessment will satisfy state and federal requirements. Consideration of alternatives, including avoiding and minimizing impacts, will be based on the environmental assessment prepared for the Project. Wetland delineation and assessment shall include, but is not limited to:

- Survey of delineated wetland boundaries
- Inventory and documentation of wetland characteristics (hydrophytic vegetation, hydric soils, and wetland hydrology)
- Receive Oregon Department of State Lands (DSL)/U.S. Army Corps of Engineers (USACE) concurrence on the wetland delineation;
- Assessment of functions and values associated with the delineated wetland
- Determination and assessment of impacts on wetland acreage and functions from the proposed Project.

Deliverables – Consultant shall provide:

- Draft Wetland Delineation Report for review by the City.
- Final Wetland Delineation Report and supporting documents sufficient to obtain state and federal permitting for the Project.

Wetland Mitigation Plan

Consultant shall prepare a wetland mitigation plan for the Project in accordance with the wetland impacts identified in the Wetland Delineation and Assessment. Consistent with state and federal requirements, the Consultant shall determine the compensatory mitigation required for the project impacts. The wetland mitigation plan shall include, but is not limited to:

- Minimum mitigation ratios.
- Preferred option for compensatory mitigation (i.e. onsite, offsite, mitigation bank credits)
- Mitigation plan.

Deliverables – Consultant shall provide:

- Draft Wetland Mitigation Plan for review by the City.
- Final Wetland Mitigation Plan and supporting documents sufficient to obtain state and federal permitting for the Project.

Trail Alternatives Analysis and Recommendation

Consultant shall generate, perform analysis, and present three (3) trail alignment alternatives to Parks and Recreation and Engineering staff. Consultant shall recommend a trail alignment based on criteria previously discussed with City staff.

Specific priority shall be placed at the Wilsonville Road area due to the complexity of this area.

Deliverables – Consultant shall provide:

- Technical memorandum of the three trail alignment alternatives and Consultant’s recommended alignment.

Geotechnical Evaluation

Consultant, or subconsultant, shall perform geotechnical evaluation of the following (if deemed applicable by geotechnical professional):

- Existing sanitary sewer interceptor alignment
- Selected trail alignment
- Retaining wall locations
- Bridge locations

Deliverables – Consultant shall provide:

- Geotechnical study recommending earthwork including site preparation, excavation, cut and fill slopes, structural fill material, fill placement, compaction, and wet weather construction.

30% (Preliminary) Design Documents

Consultant shall prepare a preliminary set of 30% design plans and cost estimates for both the lower and upper creek corridors. Plan sheets of the 30% plan set shall include, but is not limited to:

1. Existing Conditions
2. Tree Inventory
3. Preliminary Wetland Mitigation Plan
4. Sanitary Plan and Profile Sheets
5. Selected Trail Alternative Plan and Profile Sheets

City will add 30% plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the 60% construction documents.

Deliverables – Consultant shall provide:

- 30% plan set in half-size (11”x17”) electronic (PDF) format.
- 30% Engineer’s construction cost estimate.

DESIGN, PUBLIC INVOLVEMENT, AND EASEMENT ACQUISITION TASKS

Structural Bridge Design

Consultant, or subconsultant, in coordination with Engineering and Parks and Recreation staff, shall provide full structural design of bridge crossings of Boeckman Creek and other hillside ravines along a currently undefined trail alignment. Consultant shall consider creek and other bridge locations as part of final trail alignment. Task shall include geotechnical design as needed to support structural bridge design efforts.

Deliverables – Consultant shall provide:

- Technical memorandum of structural design calculations for all bridge crossing locations.
- Bridge design incorporated into 60%, 90%, and Final Plans and Specifications.

Trail Amenity Design

Consultant, or subconsultant, in coordination with Parks and Recreation staff, shall determine types and placement of different trail amenity elements along the trail alignment.

Trail amenities may include, but is not limited to:

- Benches
- Signage
- Lighting
- Interpretive elements
- Trash Receptacles
- Trail Overlook

Final trail amenity elements will be finalized as part of meetings held with Parks and Recreation staff and public input as part of the Public Involvement process.

Deliverables – Consultant shall provide:

- Trail amenities incorporated into 60%, 90%, and Final Plans and Specifications.

60% Design Documents

Consultant shall prepare a complete set of 60% design plans and cost estimate. Plan sheets of the 60% plan set shall include, but is not limited to:

1. Cover Sheet
2. Legend and Construction Notes
3. Existing Conditions Plan
4. Tree Survey
5. Wetland Mitigation Plan
6. Construction Access Plan
7. Erosion and Sediment Control
8. Sanitary Bypass Plan

9. Sanitary Plan and Profile
10. Storm Drainage Plan and Profile (as needed)
11. Trail Plan and Profile
12. Trail Amenity Plan
13. Bridge Structural Plan
14. Retaining Wall Plan and Profile (as needed)
15. Landscape Restoration Plan (as needed)
16. Construction Details
17. City of Wilsonville Standard Details

Consultant shall prepare, in collaboration with City Project Manager, Project Special Provisions for Project based on 2018 ODOT Standard Specifications and 2017 Wilsonville Public Works Standards. City will provide standard Wilsonville Special Provisions for inclusion in the project special provisions.

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

Deliverables – Consultant shall provide:

- 60% plan set in half-size (11"x17") electronic (PDF) format.
- 60% project special provisions.
- 60% bid schedule and bid item descriptions.
- 60% Engineer's construction cost estimate.

60% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 60% design review meeting after receipt of City 60% review comments. Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.

Deliverables - Consultant shall provide:

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

90% Design Documents

Consultant shall prepare a complete set of 90% plans, project special provisions, and cost estimate based on comments received during the 60% design review meeting.

Deliverables – Consultant shall provide:

- Updated comment log with Consultant responses to each comment.
- 90% plan set in half-size (11"x17") electronic (PDF) format.
- 90% project special provisions.

- 90% bid schedule and bid item descriptions.
- 90% Engineer's construction cost estimate.

90% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 90% design review meeting after receipt of City 90% review comments. Meetings will be held at Wilsonville City Hall and City Staff will be responsible for providing the meeting room.

Deliverables - Consultant shall provide:

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

Final (100%) Design Documents

Consultant shall prepare a complete set of final design plans, project special provisions, and cost estimate.

Deliverables – Consultant shall provide:

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

Permitting and Agency Coordination

Consultant shall obtain all necessary permits to complete the Project. Permit applications will be submitted in a timely manner, and Consultant shall be responsible for monitoring the issuance of permits for the proposed project. Consultant shall be responsible for City, Agency and stakeholder coordination. Permitting and consultation may include:

- Updated schedule;
- Section 404 Permit from the USACE;
- State Removal/Fill Permit from the Oregon DSL;
- Consultation with state and federal agencies (e.g., ODFW, USFWS), if required; and
- DEQ review.

Deliverables – Consultant shall provide:

- Draft Joint Permit Application for review by the City.
- Final Joint Permit Application and supporting documents sufficient to obtain state and federal permitting for the Project.

Public Involvement

Consultant, in coordination with Engineering and Parks and Recreation staff, shall prepare a Public Engagement Plan which will detail public outreach and involvement efforts throughout the life of the Project. The Public Engagement Plan shall outline efforts including, but not limited to:

- Defining the number of public meetings and types of meeting materials and exhibits to generate for said meetings.
- Defining the level of input to be requested from the public for trail and amenity design.
 - It is currently anticipated that public input on most project elements, in particular trail alignment, will be limited.
- Design updates, including future trail access points and trail amenities.
- Construction updates, including impacts to existing park facilities and area roadways.

Other subtasks include assistance with Project website media, content for mailings and meeting notifications, and attendance at one or more City Council meetings.

Deliverables - Consultant shall provide:

- Public Engagement Plan
- Written summary of meeting, including copies of submitted comment cards, documentation of comments submitted and written response to submitted comments.
- Website content including project schedule.
- Content for mailings and meeting notifications.

Easement Acquisition

Consultant shall provide full property appraisal and easement acquisition services for the project. It will include the initial contact with the owners of the currently assumed 2 impacted parcels of land through the closing of the easement acquisitions for the project.

Consultant shall conduct in-person negotiations, on behalf of the City, for the acquisition of all easements needed for the project. Consultant shall compile and prepare all essential documents to be submitted to owners as required by state and federal condemnation laws.

If settlement with the property owner(s) is not reached, Consultant shall work with the City Attorney to prepare and present a Final Offer Letter to the owner providing information and clarification in support of mediation and condemnation proceedings.

Consultant shall set up closing and escrow services through a local title and escrow company. All closing costs, including the cost of title insurance, will be paid by the City.

Deliverables - Consultant shall provide:

- Preliminary Title Reports
- General Information Notices and Packets for each Parcel
- Property Appraisals with corresponding Memorandums of Just Compensation
- Complete Offer Packets
- Signed Acquisition Documents
- Complete Acquisition files, including diaries of contact, correspondence, offer documents, closing documents, appraisals, and title reports, etc.
- Copies of all materials required for the eminent domain process to be provided to the City Attorney, including all prerequisite materials needed for filing an action of condemnation.

CONSTRUCTION SUPPORT

Note: Tasks for Construction Support include both Lower and Upper Creek Corridor phases of construction.

Bidding Assistance

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

After contract award, Consultant shall produce conformed construction documents by incorporating issued addenda from the bidding process and update project plans and project special provisions.

Deliverables – Consultant shall provide:

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

Construction Services

Consultant shall attend pre-construction meeting. City will schedule, facilitate, and prepare meeting materials for the pre-construction meeting.

Consultant shall attend weekly project meetings during periods of active construction. The project meeting will include a visit to the construction site. Consultant will schedule and

facilitate the weekly project meetings. Consultant shall provide weekly project meeting agendas and minutes.

Consultant shall provide technical review of contractor material submittals, Request for Information (RFI), and Change Order Requests (COR) upon request of the City.

Consultant shall provide primary inspection services. Inspection services are anticipated to be daily (business days). Consultant shall coordinate materials and special inspection with 3rd party testing company. Daily Inspection Reports shall be generated daily and submitted to City weekly.

Deliverables – Consultant shall provide:

- Weekly Project Meeting agendas two (2) business days prior to meeting date.
- Weekly Project Meeting minutes.
- Material submittal, RFI, COR review comments, as requested.
- Daily Inspection Reports.

Post-Construction Monumentation (If Required)

Consultant, or subconsultant, shall verify the disturbance (or non-disturbance) of existing monuments previously documented and recorded. A post-construction survey shall be recorded with Clackamas County following construction and shall include all monuments replaced during construction and the verified locations of undisturbed monuments.

Consultant, or survey subconsultant, shall be responsible for resetting all monuments disturbed during construction.

Deliverables – Consultant shall provide:

- Electronic copies (PDF) of all submitted post-construction surveys.

Record Survey and Drawings

Consultant shall provide a topographic survey of the constructed improvements based on City of Wilsonville approved vertical datum, NAVD 88 Datum, including the locations, rim elevations, and pipe invert elevations for all constructed sanitary sewer structures and the Boeckman Creek Trail alignment and all associated amenities.

Consultant shall prepare a complete set of record drawings that reflect all changes made to the design during construction. The preliminary as-built plan set will be used to conduct the punch list walkthrough.

Deliverables – Consultant shall provide:

- Preliminary as-built plan set in printed, half size (11"x17") paper, 3 copies.

- Final as-built plan set in both full size (22"x34") and half-size (11"x17") electronic (PDF) format, digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
- AutoCAD copy (current version) of final as-built plan set and as-built topographic survey.

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 1e6 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 Project, 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 to minimize inspection costs. 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 approach to organize and accomplish each of the tasks and activities of this RFP, including addressing anticipated primary issues during construction.
3. Identify Proposer's specific team members, including key sub-consultants, and resources assigned to each task and activity of the RFP.
4. Describe Proposer's approach to complete the tasks and activities of this RFP in a timely manner and control costs.
5. Describe Proposer's approach to unanticipated issues that may arise during the Project.
6. Describe Proposer's quality assurance and quality control procedures to be implemented on this Project.
7. Describe Proposer's approach and abilities to coordinate and interact with contractors.
8. Describe Proposer's approach and abilities to interact with the public.

9. Identify and describe the deliverables that will result from each task and activity, if applicable.

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 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, 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 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.

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
Supporting Information	N/A
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: Matt Palmer, P.E.
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

palmer@ci.wilsonville.or.us

Award protests shall include “Boeckman Creek Sanitary Sewer Interceptor and Trail Design and Construction Support – 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.

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Attachment A

Sample Professional Services Agreement

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**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Boeckman Creek Sanitary Sewer Interceptor and Trail Design and Construction Support Project (“Project”) is made and entered into on this _____ day of _____ 2022 (“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 engineering design and construction support services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2025, 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.

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**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 18**.

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. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, for those employees and/or subcontractors working on this Project who are subject to prevailing wage rates on public works contracts, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2022, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each applicable trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 6. City's Rights and Responsibilities

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

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 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 16**.

Section 7. City's Project Manager

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

Section 8. Consultant's Project Manager

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

Section 9. Project Information

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

Section 10. Duty to Inform

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

Section 11. Subcontractors and Assignments

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** 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.

11.2. 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.

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

Section 12. Consultant Is Independent Contractor

12.1. 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.

12.2. 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. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.3. 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 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

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

13.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers

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

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

Section 14. Indemnity

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim 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 14.2**. 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.

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

Section 15. Insurance

15.1. 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:

15.1.1. 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.

15.1.2. 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.

15.1.3. 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**.

15.1.4. 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.

15.1.5. 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.

15.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in 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.

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

15.2. 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 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

16.1.2. 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

16.1.3. 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.

16.2. 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.

16.3. 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.

16.4. 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 20**, for which Consultant has received payment or the City has made payment.

Section 17. 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 18. 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 19. 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 20. Property of the City

20.1. 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.

20.2. 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 21. 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: Matt Palmer, P.E., Civil Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: _____
Attn: _____

Section 22. Miscellaneous Provisions

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

22.5. 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.

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

22.7. 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.

22.8. 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.

22.9. 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.

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

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

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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."

22.16. 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.

22.17. 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.

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

22.19. 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.

22.20. 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

Attachment B

Supporting Information

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Attachment B1

Topographic Survey Limits

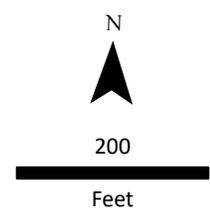


Boeckman Creek Sanitary Sewer
Interceptor and Trail Design and
Construction Support
CIP #2107, 9150

Topographic Survey Limits Section A

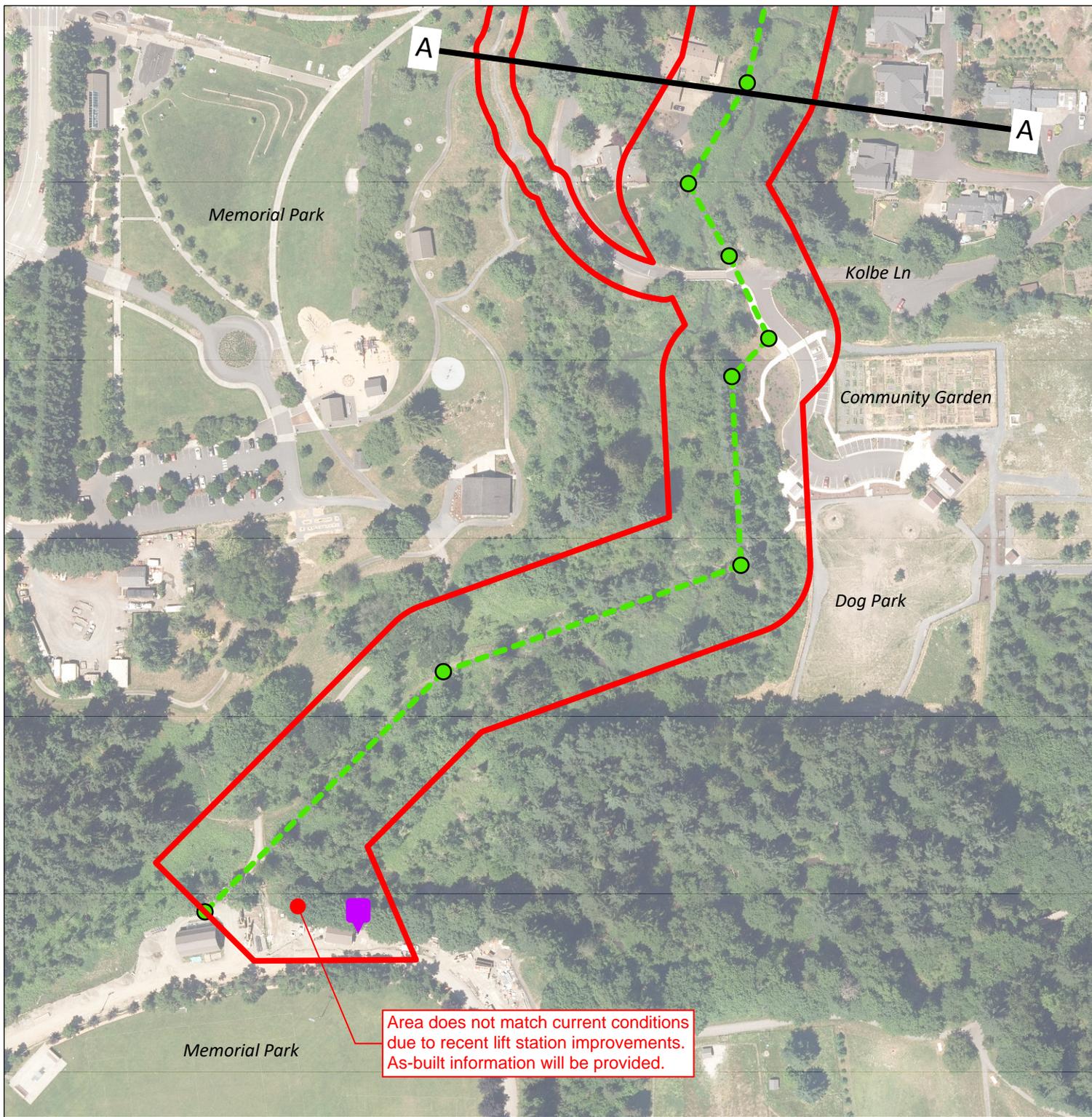
Legend

-  Memorial Park Lift Station
-  Survey Limits (Approximate)
-  Interceptor Alignment
-  Interceptor Manholes
-  Matchline



DISCLAIMER

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



Area does not match current conditions due to recent lift station improvements. As-built information will be provided.

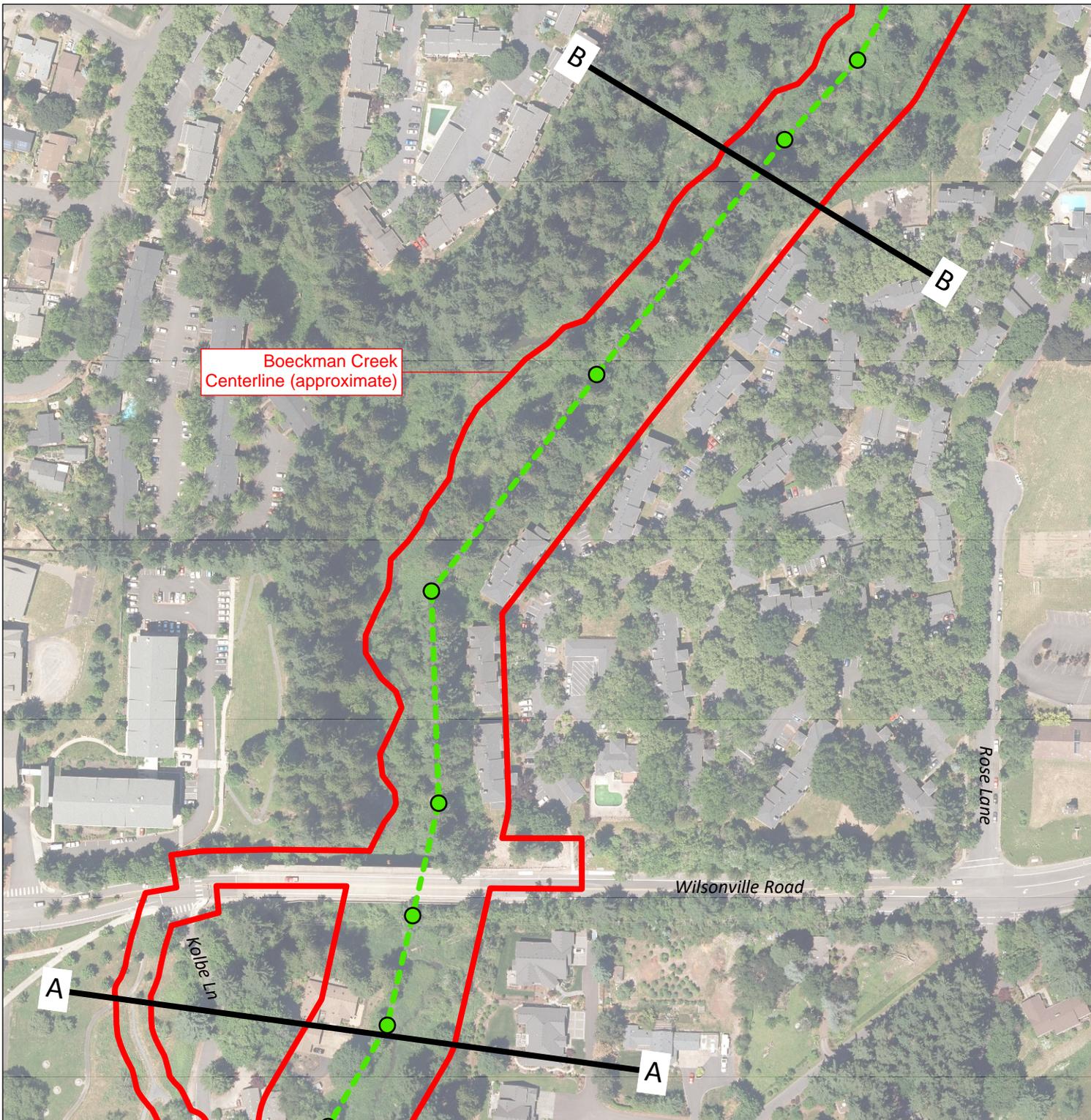


Boeckman Creek Sanitary Sewer
Interceptor and Trail Design and
Construction Support
CIP #2107, 9150

Topographic Survey Limits Section B

Legend

-  Survey Limits
(Approximate)
-  Interceptor Alignment
-  Interceptor Manholes
-  Matchline



200



Feet

DISCLAIMER

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Boeckman Creek Sanitary Sewer
Interceptor and Trail Design and
Construction Support
CIP #2107, 9150

Topographic Survey Limits Section C

Legend

-  Survey Limits
(Approximate)
-  Interceptor Alignment
-  Interceptor Manholes
-  Matchline



200



Feet

DISCLAIMER

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



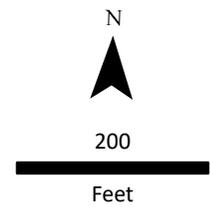


Boeckman Creek Sanitary Sewer
Interceptor and Trail Design and
Construction Support
CIP #2107, 9150

Topographic Survey Limits Section D

Legend

-  Survey Limits
(Approximate)
-  Interceptor Alignment
-  Interceptor Manholes
-  Matchline



DISCLAIMER

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

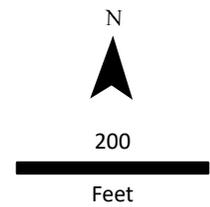


Boeckman Creek Sanitary Sewer
Interceptor and Trail Design and
Construction Support
CIP #2107, 9150

Topographic Survey Limits Section E

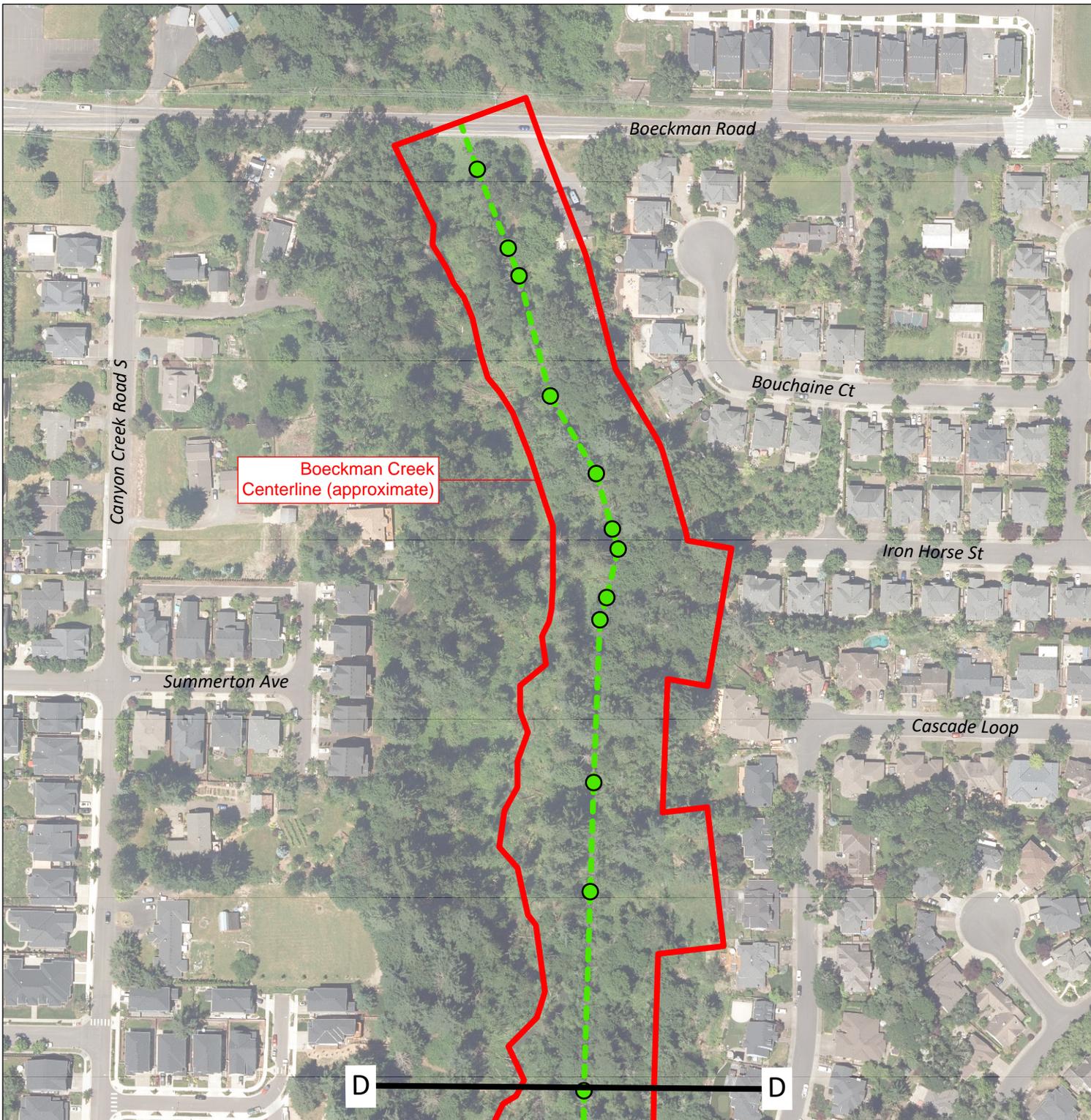
Legend

-  Survey Limits
(Approximate)
-  Interceptor Alignment
-  Interceptor Manholes
-  Matchline



DISCLAIMER

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Attachment B2

Pages related to Project ID Nos.
CIP-05 and CIP-06

within
2014 Wastewater Collection
System Master Plan

Parkway Interceptor

The Parkway Interceptor is located east of I-5 between Elligsen Road and Boeckman Road. The interceptor crosses I-5 near the Brenchley Estates subdivision. West of I-5, the interceptor conveys wastewater towards the Boberg Diversion Structure which is located on Boberg Road north of SW Barber Street. This diversion structure routes wastewater through the Parkway Interceptor's lower branch with overflows to a lateral pipeline heading south on Boberg Road. Both the Parkway Interceptor and the overflow pipeline discharge into the Coffee Creek Interceptor at SW Kinsman Road.

- *Parkway Interceptor* (CIP-09) – The interceptor has capacity for existing customers and future development within the UGB. Improvements are required to the upper segments of the interceptor (west of I-5) to accommodate growth in the URA. The Parkway Interceptor has isolated pipe “bellies” that have sagged over time creating sediment deposition and contributed to surcharging (see condition-based improvements discussion later in this section). The condition-based improvements are likely to occur prior to capacity upgrades. At the time of the condition improvements, sizing for build-out should be considered.
- *Boberg Diversion Structure* (CIP-11) – Modifications are required to the existing diversion structure to lower the overflow weir and provide a more efficient flow split between the Parkway Interceptor and the lateral heading south on Boberg Road. This improvement will allow more effective use of available downstream pipeline capacity and avoid upsizing of the lower Parkway Interceptor. The improvement is recommended for all scenarios and is additionally identified as a “condition-based” improvement.

Canyon Creek Pump Station

The Canyon Creek Pump Station is located near the intersection of Canyon Creek Road and SW Thornton Drive. The pump station (CIP-08) requires capacity improvements for all scenarios to accommodate growth in the URA north of the Canyon Creek Interceptor. To accommodate peak flows from the high, medium, and low density scenarios, the pump station firm capacity requirements are 1,100 gpm, 900 gpm, and 800 gpm respectively. The improvement is only required if the UGB is expanded to serve the applicable URA north of Canyon Creek.

Boeckman Interceptor

The upper segments of the Boeckman Interceptor are located on the west side of Boeckman Creek extending from Boeckman Road to the Memorial Park pump station. The interceptor has adequate capacity for existing customers and proposed development in the UGB including Advance Road School and Frog Pond. The interceptor requires improvement for all scenarios to accommodate growth in the Advance Road URA and the URA adjacent to Elligsen Road and 65th Avenue. The improvement is divided into two project phases:

- ***Boeckman Interceptor Phase 1* (CIP-05) – This segment extends from Hathaway Park (confluence with High School Interceptor) to Memorial Park Pump Station. Improvement pipe sizes range from 18 to 24-inches.**
- ***Boeckman Interceptor Phase 2* (CIP-06) – This segment is the upper portion of the interceptor and extends from Boeckman Road to Hathaway Park (confluence with High School Interceptor). The improvement pipe size is 18-inches.**

The City has discussed potential Boeckman Creek trail and access road improvements to be constructed in conjunction with the Boeckman Interceptor improvements, but funded independently. Planning and construction of the interceptor may also require an extended timeframe due to specific environmental mitigation associated with adjacent creek and wetland corridors.

Memorial Park Pump Station and Force Main

The Memorial Park Pump Station is located in Memorial Park immediately north of the sports fields. It is situated at the downstream end of the Boeckman Creek Interceptor main branch within the flood plain of Boeckman Creek. The pump station (CIP-03) requires capacity improvements to accommodate growth in the UGB, Advance Road URA, and the URA adjacent to Elligsen Road and 65th Avenue. To accommodate peak flows from the high, medium, and low density scenarios, the pump station firm capacity requirements are 3,800 gpm, 3200 gpm, and 2700 gpm respectively. Based on the high density scenario, the existing pump station has capacity to serve Advance Road School and approximately 40% of Frog Pond development prior to improvement. The pump station requires improvements to serve the remainder of Frog Pond, Advance Road URA, and Elligsen Road URA. The existing force main has capacity to serve Advance Road School, Frog Pond, and Advance Road URA prior to improvement. The force main requires improvement only to serve the Elligsen Road URA. The Memorial Park pump station and force main improvements are additionally identified as a “condition-based” improvement later in this due to its location in the floodplain.

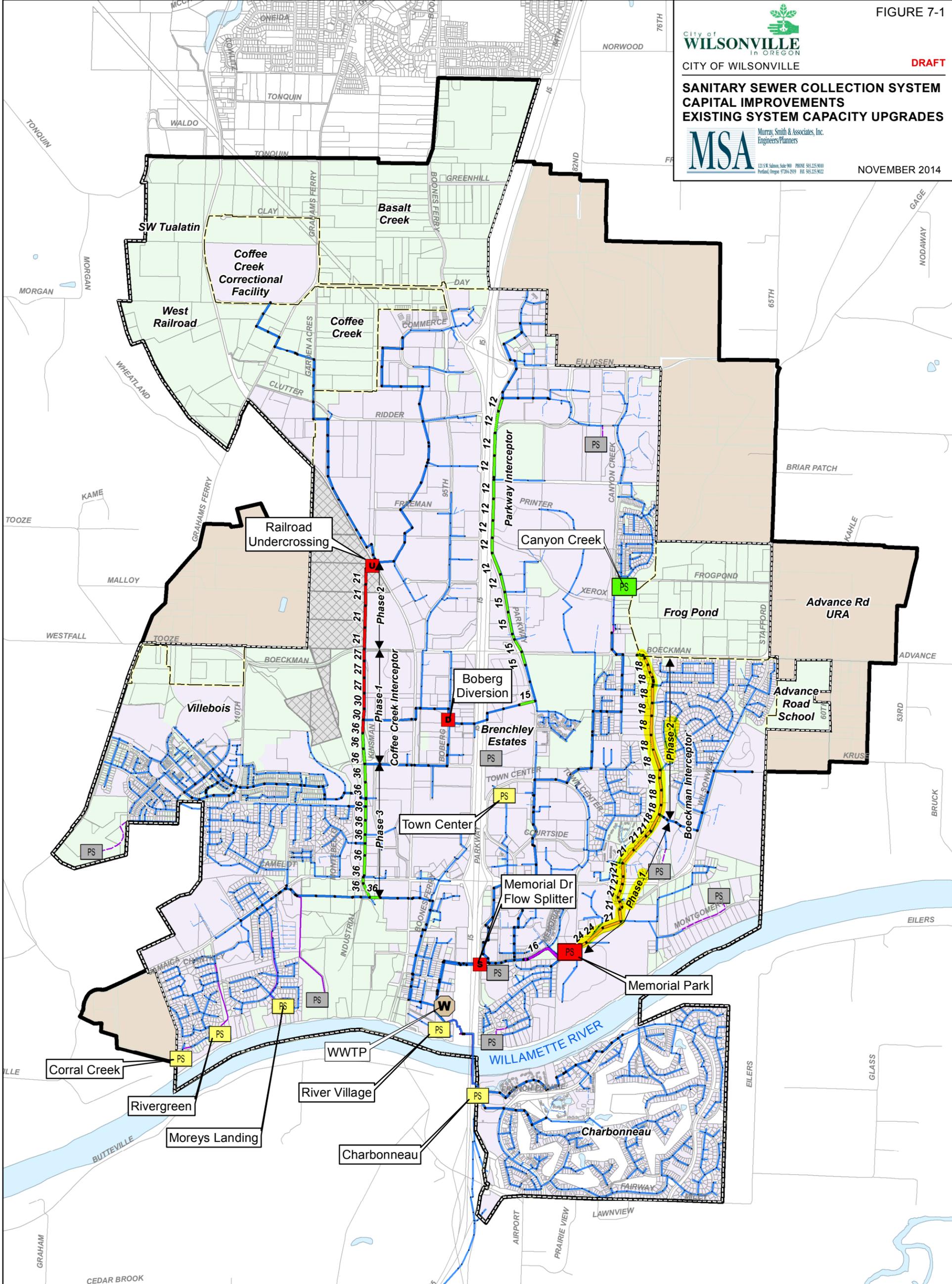
Memorial Drive Flow Splitter Structure

The Memorial Drive flow splitter is located in a manhole near the intersection of SW Parkway Avenue and Memorial Drive, downstream of the Boeckman Creek Interceptor and Memorial Park Pump Station, and east of Interstate 5. Flows are split into an existing 15-inch diameter reinforced concrete pipe and a parallel 18-inch diameter PVC pipe; both run west under Interstate 5 and combine again along Fir Street.

Table 7-1 Capital Improvement Program, Existing System Capacity Upgrades for Future Development

Project ID No.	Project Information				Estimated Cost ^{1,2}	Prioritization Category	Time Frame ³	Driver	Percent Related to Growth ⁵
	Name	Type	Description ⁴	Project Limits					
CIP-01	Coffee Creek Interceptor Railroad Undercrossing	Undercrossing	160 LF 21"Ø, Railroad Undercrossing	Under P&W Railroad	\$480,000	UGB	0-5 Years	The existing undercrossing has capacity to serve Coffee Creek development and approximately 13% of Basalt Creek, West Railroad, and SW Tualatin development prior to improvement. May require bore and jack construction.	65%
CIP-02	Coffee Creek Interceptor Phase 1	Gravity - Pipe Upsizing	1030 LF 27"Ø; 610 LF 30"Ø; 1,020 LF 36"Ø	From Boeckman Road to Barber Street	\$2,600,000	UGB	0-5 Years	Kinsman Road Construction Project. The existing interceptor has capacity to serve Coffee Creek development. Improvements are required for development of Basalt Creek, West Railroad, and SW Tualatin.	60%
CIP-03	Memorial Park Pump Station ⁶	Pump Station + Force Main - Upsizing & Relocation	1,220 LF 16"Ø FM; Pump station relocation/expansion to 3,800 gpm	Pump Station relocation within Memorial Park, Force main from pump station to Rogue Ln	\$5,130,000	UGB	6-10 Years	Flood plain impacts, Frog Pond & Advance Rd School development. Existing pump station can serve Advanced Road School and approximately 40% of Frog Pond development prior to improvement. Existing force main has capacity to serve Advanced Road School, Frog Pond, and Advanced Road URA prior to improvement.	85%
CIP-04	Coffee Creek Interceptor Phase 2	Gravity - Pipe Upsizing	2,000 LF 21"Ø	From P&W Railroad to Boeckman Road	\$1,700,000	UGB	6-10 Years	The existing interceptor has capacity to serve Coffee Creek development and approximately 25% of Basalt Creek, West Railroad, and SW Tualatin development prior to improvement.	65%
CIP-05	Boeckman Interceptor Phase 1	Gravity - Pipe Upsizing	2,320 LF 18"Ø; 920 LF 21"Ø; 970 LF 24"Ø	From High School Interceptor to Memorial Park Pump Station	\$4,270,000	Advance Road URA	6-10 Years	URA development (adjacent to Advance Road and Frog Pond). The existing interceptor has capacity to serve Advance Road School and Frog Pond.	80%
CIP-06	Boeckman Interceptor Phase 2	Gravity - Pipe Upsizing	3,760 LF 18"Ø;	From Boeckman Road to High School Interceptor	\$3,240,000	Advance Road URA	6-10 Years	URA development (adjacent to Advance Road and Frog Pond). The existing interceptor has capacity to serve Advance Road School and Frog Pond.	100%
CIP-07	Master Plan Update	Other	Update the Collection System Master Plan	N/A	\$300,000	URA	6-10 Years	5-10-years or significant URA development	70%
CIP-08	Canyon Creek Pump Station	Pump Station - Upsizing	Pump station expansion to 1,100 gpm	Existing pump station	\$865,000	URA	11-20 Years	URA development	80%
CIP-09	Parkway Interceptor	Gravity - Pipe Upsizing	4,540 LF 12"Ø; 2,150 LF 15"Ø	From Elligsen Road to Boeckman Road	\$4,360,000	URA	11-20 Years	URA development (east of Basalt Creek)	60%
CIP-10	Coffee Creek Interceptor Phase 3	Gravity - Pipe Upsizing	4,090 LF 36"Ø	From Barber Street to Orepac Avenue	\$6,000,000	URA	11-20 Years	URA development (east of Basalt Creek)	65%
				Total	\$28,945,000				

**SANITARY SEWER COLLECTION SYSTEM
CAPITAL IMPROVEMENTS
EXISTING SYSTEM CAPACITY UPGRADES**



WWTP	Pipe Public	Urban Growth Boundary	Other Improvement	Pipeline Improvement
Public Pump Station	Pipe Private	City Boundary	Flow Diversion	UGB, Gravity
Private Pump Station	Forcemain Public	Study Area	Flow Splitter	Advance Road URA, Gravity
Manhole	Forcemain Private	Metro Open Space	Undercrossing	Advance Road URA, Forcemain
	Development (2014)		Pump Station Improvement	URA, Gravity
	Developed UGB		UGB	
	Undeveloped UGB		URA	
	Urban Reserve			



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Attachment B3

Pages related to Project ID R3

within

Bicycle and Pedestrian Master Plan

WILSONVILLE BICYCLE AND PEDESTRIAN MASTER PLAN PROJECT MATRIX								
PROJECTS								
ID	Project	From - To	Type	Description	Length (miles)	Lead Responsibility	Priority	Planning Level Cost Estimate (Excluding Property Acquisition/Easement) See Cost Estimate Worksheet for Cost Breakdown
REGIONAL TRAILS								
R1*	Tonquin Trail	Tualatin / Sherwood - Metro Greenspace (Waterfront Trail connection)	Shared use path, on-street	Regional trail would connect Tualatin / Sherwood with west Wilsonville, Coffee Lake Natural Area, Villebois and the Graham Oaks Natural Area. Connections to the trail will be provided at Wilsonville Road, throughout Villebois, Boeckman Road, Cahalin Road, and BPA Powerline easement	4.0	Metro, Wilsonville, Tualatin, Sherwood, Villebois	1	\$2,900,000
R2	Stafford Spur Trail	Canyon Creek Park to planned Stafford Trail (Boeckman Creek Trail / Wiedeman Trail connection)	Shared use path	Regional trail would connect the neighborhoods and employers of east Wilsonville with Lake Oswego and the planned regional Stafford Trail.	3	Metro, Wilsonville, Lake Oswego, Three Rivers Land Conservancy	3	\$1,600,000
R3*	Boeckman Creek Trail	Memorial Park to Canyon Creek Park (Stafford Spur Trail / Wiedeman Trail connection)	Shared use path, boardwalk	Regional trail would follow Boeckman Creek north from Memorial Park, connecting with the existing community pathway crossing Boeckman Creek and continuing north to Canyon Creek Park, providing an off-street north-south alternative. Will require a comprehensive public process prior to implementation.	2.4	Wilsonville, Metro	1	\$1,900,000
R4	Waterfront Trail	Metro Greenspace to Memorial Park (connecting Tonquin Trail and Boeckman Creek Trail)	Shared use path, on-street	Regional Trail would connect the Metro Greenspace on the western edge of Wilsonville with the Water Treatment Plant, Boones Ferry Park and Memorial Park while providing greater access and opportunities to view the Willamette River. Future waterfront trail envisioned only if or when land-use changes to a more compatible use. Until that time, due to the ownership and operation of Willamette Concrete, a trail is not appropriate. Any trail through private property will require the negotiation of an easement from the property owners before any trail will be considered.	2.8	Wilsonville, Metro	2	\$1,400,000
R4a	Memorial Park to Boones Ferry Park Trail improvements	Underneath I-5	Shared use path	Improving the condition of the trail as it passes underneath the I-5 Boone Bridge by removing the Jersey barriers and installing bollards, widening the trail to 10 feet, adding appropriate pedestrian features such as benches, and altering the grade of the path underneath the underpass to make it more easily accessible.	0.14	Wilsonville, ODOT	2	\$50,000
R5*	Willamette River Bridge	Connection across Willamette River	shared use bridge	Regional trail would provide non-motorized users a safe and comfortable alternative to using I-5 when crossing the Willamette River.	0.9	Wilsonville, Metro	1	\$7,000,000 - \$12,000,000
R6	Wiedeman Road Trail	Canyon Creek Park to Coffee Lake Natural Area (Tonquin Trail / Boeckman Creek Trail, Stafford Spur Trail connection)	Shared use path, on street	Regional trail would connect Coffee Lake Natural Area and the Tonquin Trail with Canyon Creek Park and the Boeckman Creek Trail and Stafford Spur Trail. Regional trail provides an east-west alternative to either Elligsen Road or Boeckman Road.	2.0	Wilsonville, Metro, Clackamas County	varies	\$4,400,000
R6a	Wiedeman Road Trail - Phase 1	Canyon Creek Rd to Parkway Ave	Shared use path	Portion of the regional trail that would provide an off-street connection from Parkway Ave near the Xerox campus to the Canyon Creek Park and the residential section Wilsonville	0.6	Wilsonville	1	\$330,000
R6b	Wiedeman Road Trail - Phase 2	I-5 to Tonquin Trail	Shared use path, on-street	Portion of trail which would cross I-5 on an overpass connecting to the Tonquin Trail utilizing primarily on-street connections on Boones Ferry Rd and Freeman Dr.	1.0	Wilsonville, Metro	2	\$3,300,000

2. Recommended Bicycle and Pedestrian Network

R3: Boeckman Creek Trail

Description

The Boeckman Creek Trail is a critical piece of the potential regional trail loop around Wilsonville, linking to Memorial Park to the South, the Tonquin Trail to the West, and the Stafford Spur Trail to the East.

Establishing the Boeckman Creek Trail as a regional trail would increase its usage, provide a much needed north-south bikeway/walkway corridor and offer an amazing community amenity. This would entail adding a hard surface to facilitate non-motorized travel by wheeled vehicles such as wheelchairs, bicycles, inline skates, and skateboards.

There is an unpaved service road parallel to Boeckman Creek between Wilsonville Road and Boeckman Road. This connection is currently used as an "unofficial" recreation trail by bicyclists and pedestrians.

Surfacing options include permeable or non-permeable asphalt or concrete, sand seal, crushed granite or rock. Other amenities such as benches, art, and interpretive signs could be added.

Type/Width

Paved shared-use path / 10 - 12 ft

Length

2.4 miles from Memorial Park to Canyon Creek Park

Ownership

City of Wilsonville, Clackamas County, private property

Key Land Uses/Destinations

Serves residents throughout Wilsonville, particularly those living on the east side of the freeway. Provides connections to neighborhoods, planned development in the Frog Pond area, Memorial Park and the river, Wilsonville High School and Boeckman Creek Elementary School, Canyon Creek Park, Mentor Graphics and Xerox.

Issues

- Environmental constraints with regards to building close to the creek and within a sensitive habitat.
- Neighborhood concerns regarding safety and security due to greater access to the creek.
- Finding and creating multiple access points to the trail.
- Ensuring suitable connections to Wilsonville Road and Boeckman Creek Road.

Planning-Level Cost Estimate

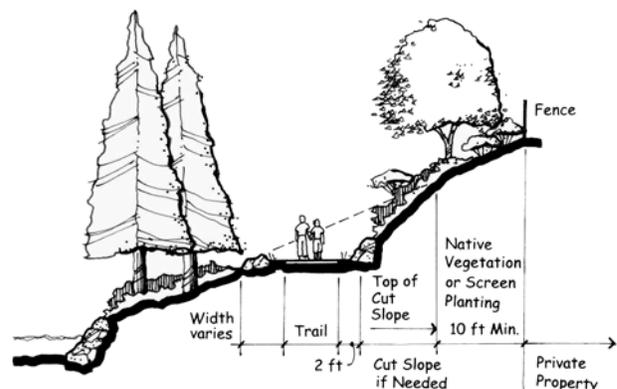
\$1.5 - 2.5 million



Existing condition along Boeckman Creek

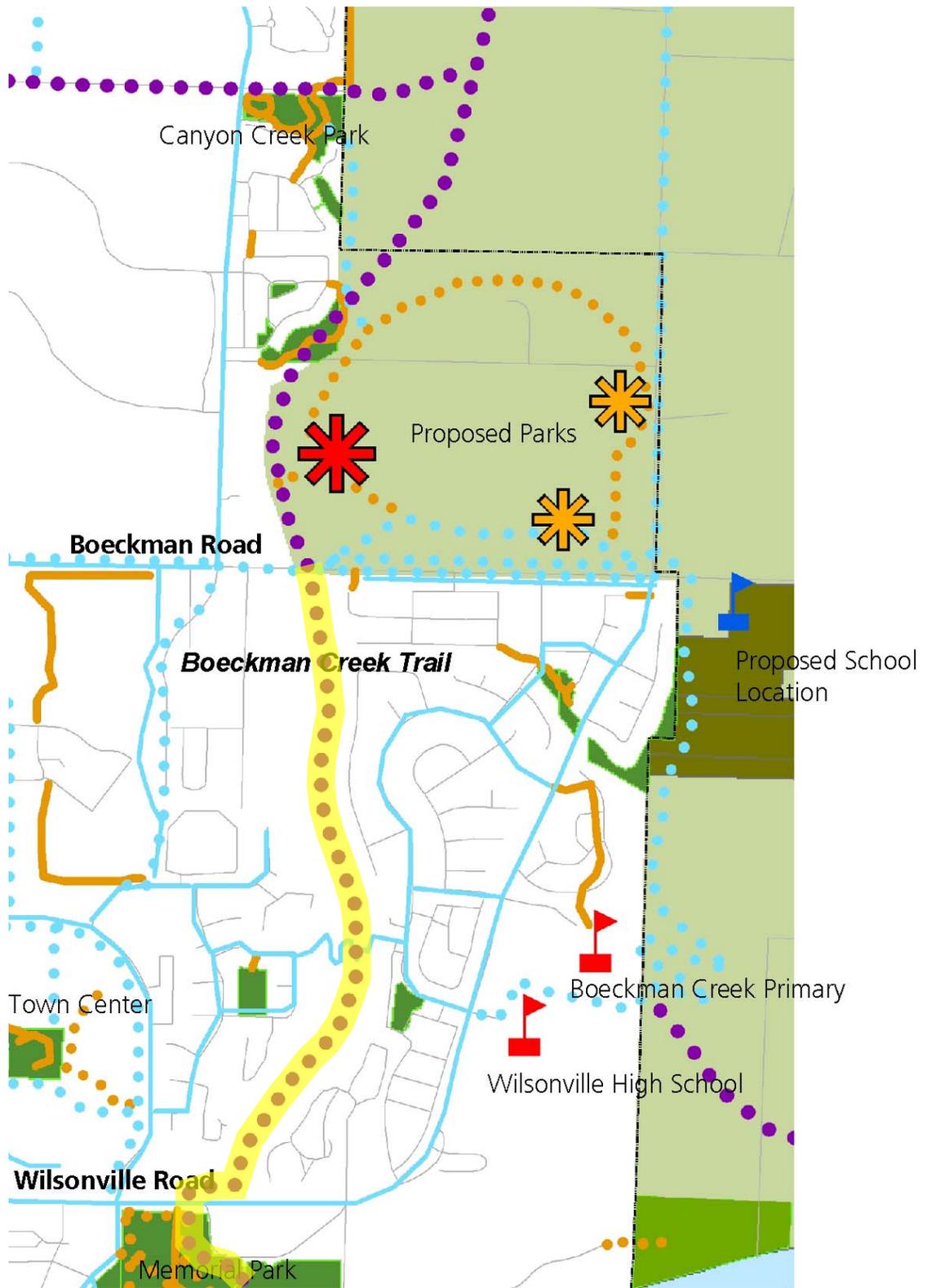


Existing bridge crossing Boeckman Creek



A shared-use path next to a creek

R3: Boeckman Creek Trail



Map 1. Wilsonville Bicycle and Pedestrian Concept Map

REGIONAL TRAILS

- 1 Tonquin Trail
- 2 Stafford Spur Trail
- 3 **Boeckman Creek Trail**
- 4 Waterfront Trail
- 5 Willamette River Crossing Trail
- 6 Wiedeman Road Trail

COMMUNITY WALKWAY / BIKEWAY

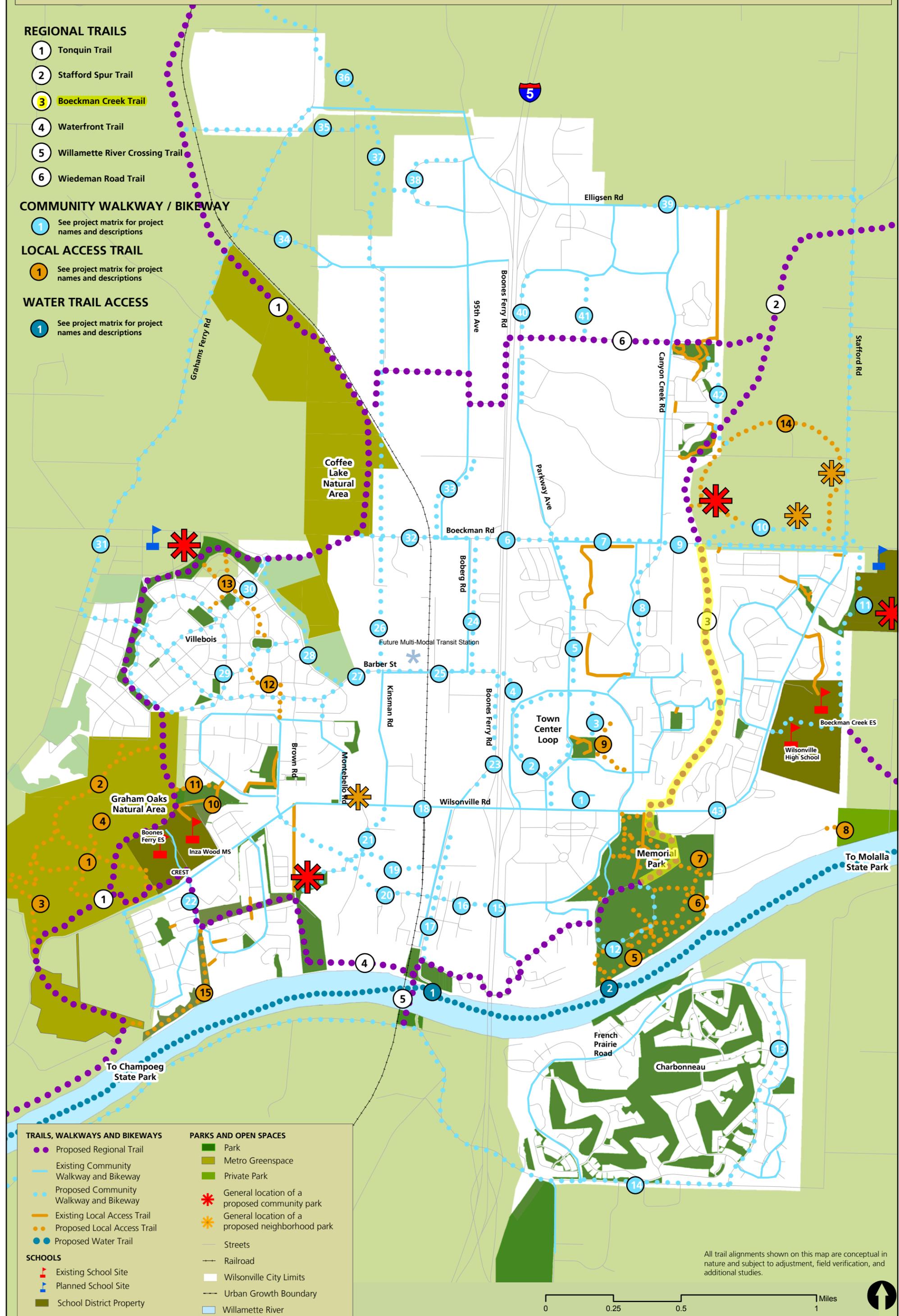
- 1 See project matrix for project names and descriptions

LOCAL ACCESS TRAIL

- 1 See project matrix for project names and descriptions

WATER TRAIL ACCESS

- 1 See project matrix for project names and descriptions



TRAILS, WALKWAYS AND BIKEWAYS

- Proposed Regional Trail
- Existing Community Walkway and Bikeway
- Proposed Community Walkway and Bikeway
- Existing Local Access Trail
- Proposed Local Access Trail
- Proposed Water Trail

PARKS AND OPEN SPACES

- Park
- Metro Greenspace
- Private Park
- General location of a proposed community park
- General location of a proposed neighborhood park

SCHOOLS

- Existing School Site
- Planned School Site
- School District Property

- Streets
- Railroad
- Wilsonville City Limits
- Urban Growth Boundary
- Willamette River

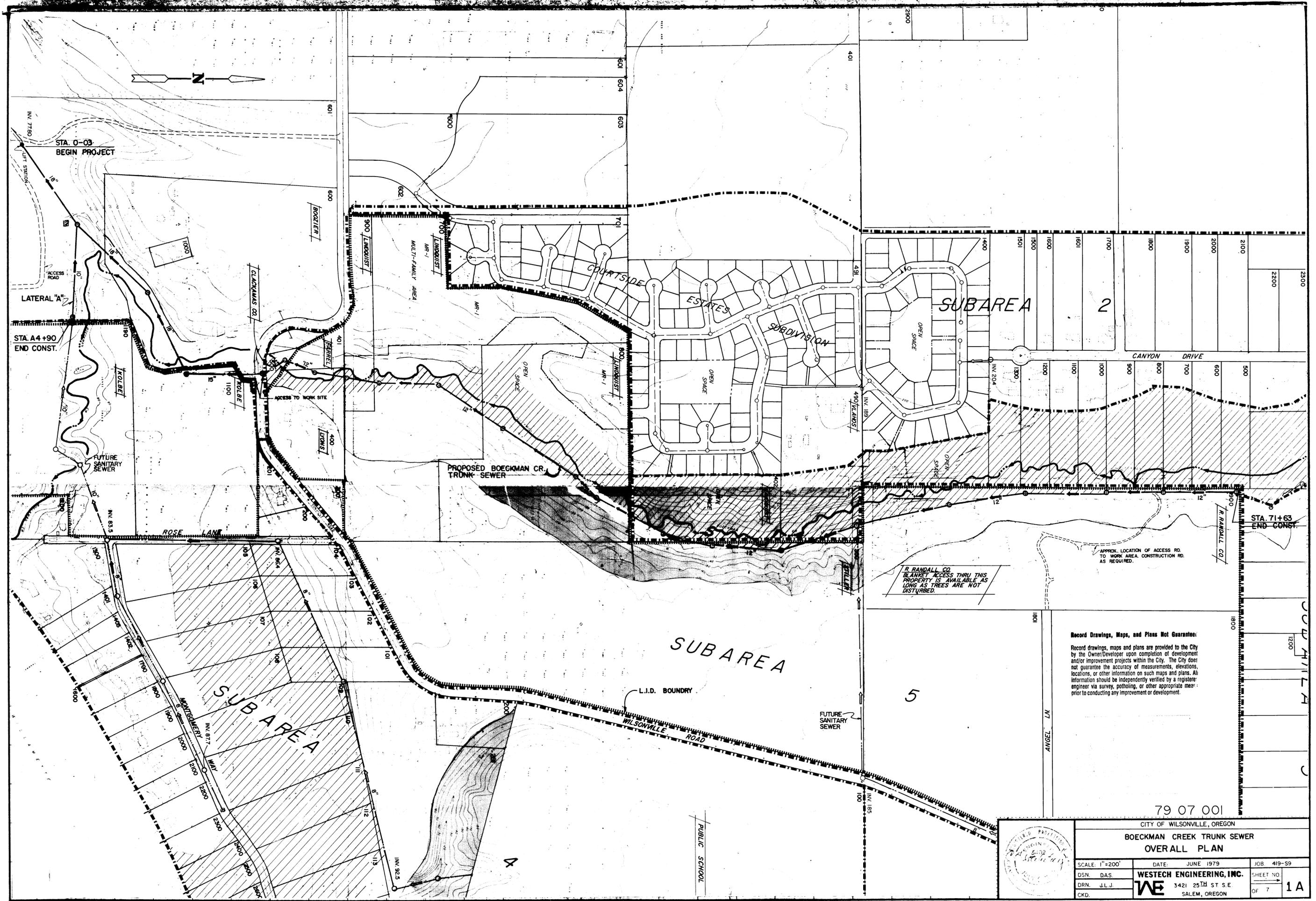
All trail alignments shown on this map are conceptual in nature and subject to adjustment, field verification, and additional studies.

0 0.25 0.5 1 Miles



Attachment B4

Boeckman Creek
Trunk Sewer
(As-Built # 1979 07 001)

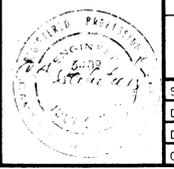


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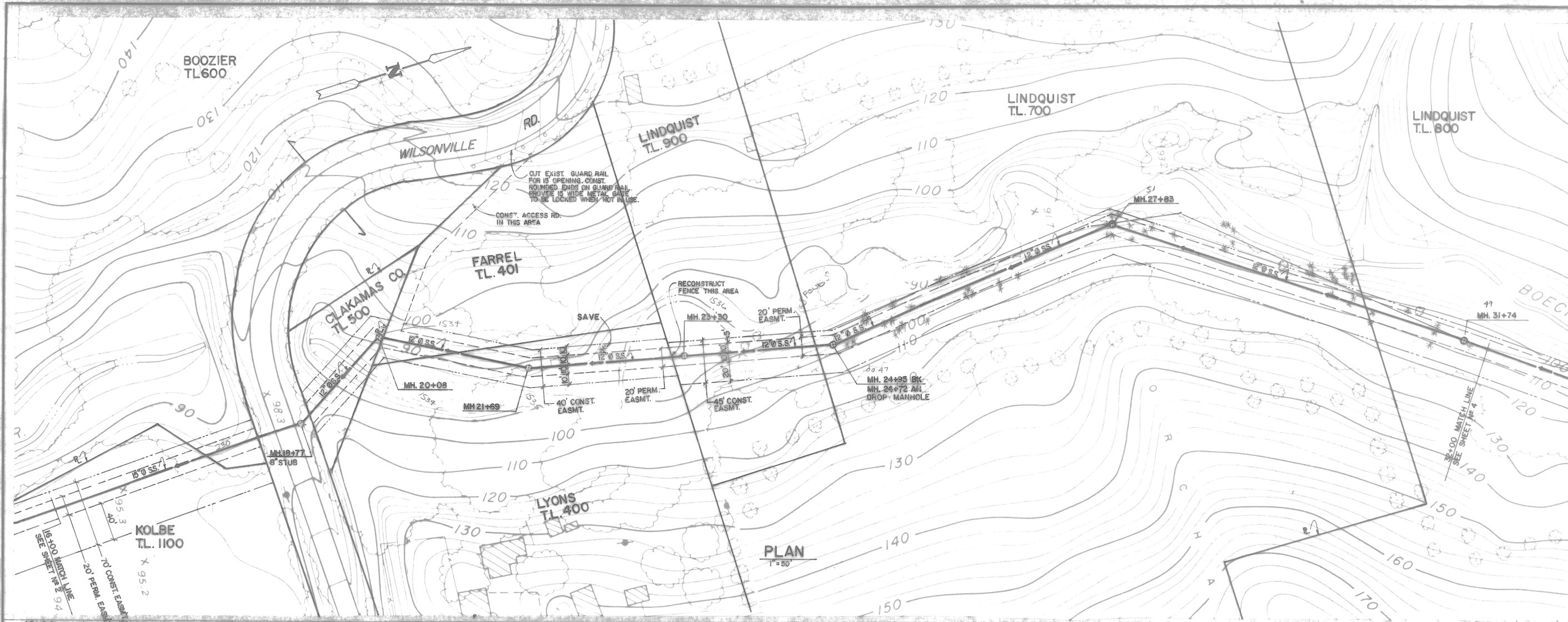
79 07 001

CITY OF WILSONVILLE, OREGON

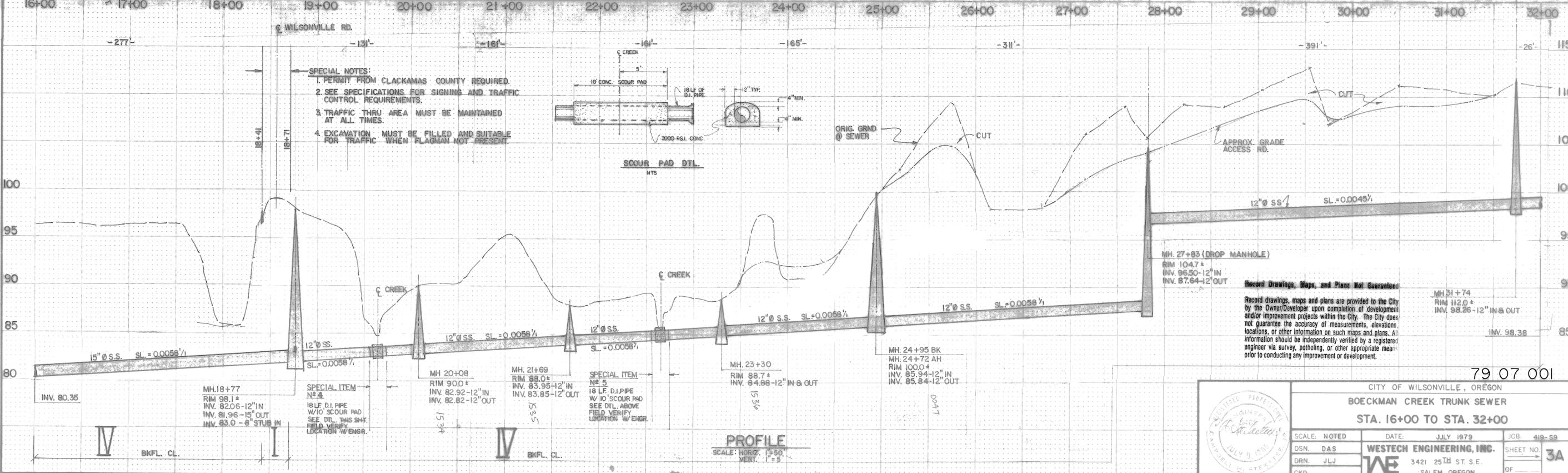
BOECKMAN CREEK TRUNK SEWER
 OVER ALL PLAN



SCALE: 1"=200'	DATE: JUNE 1979	JOB: 419-59
DSN. DAS	WESTECH ENGINEERING, INC.	
DRN. J.L.J.	3421 25 TH ST S.E.	
CKD.	SALEM, OREGON	
	SHEET NO. OF 7	1A

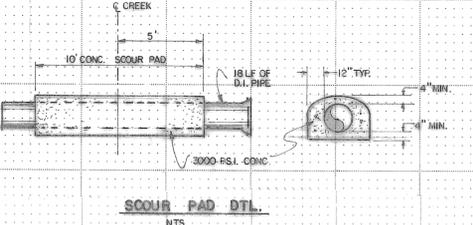


PLAN
1" = 50'



PROFILE
SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'

- SPECIAL NOTES:**
1. PERMIT FROM CLACKAMAS COUNTY REQUIRED.
 2. SEE SPECIFICATIONS FOR SIGNING AND TRAFFIC CONTROL REQUIREMENTS.
 3. TRAFFIC THRU AREA MUST BE MAINTAINED AT ALL TIMES.
 4. EXCAVATION MUST BE FILLED AND SUITABLE FOR TRAFFIC WHEN FLAGMAN NOT PRESENT.



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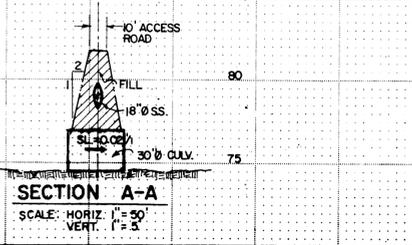
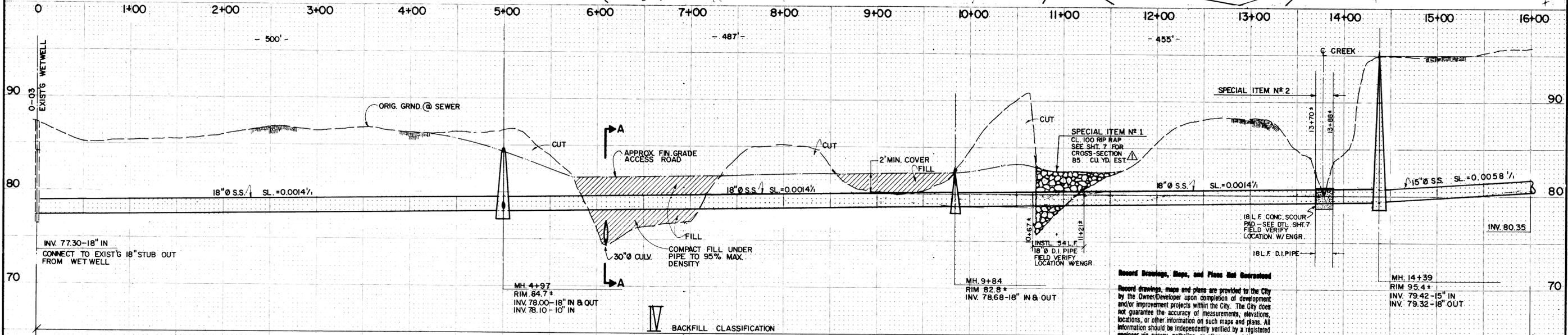
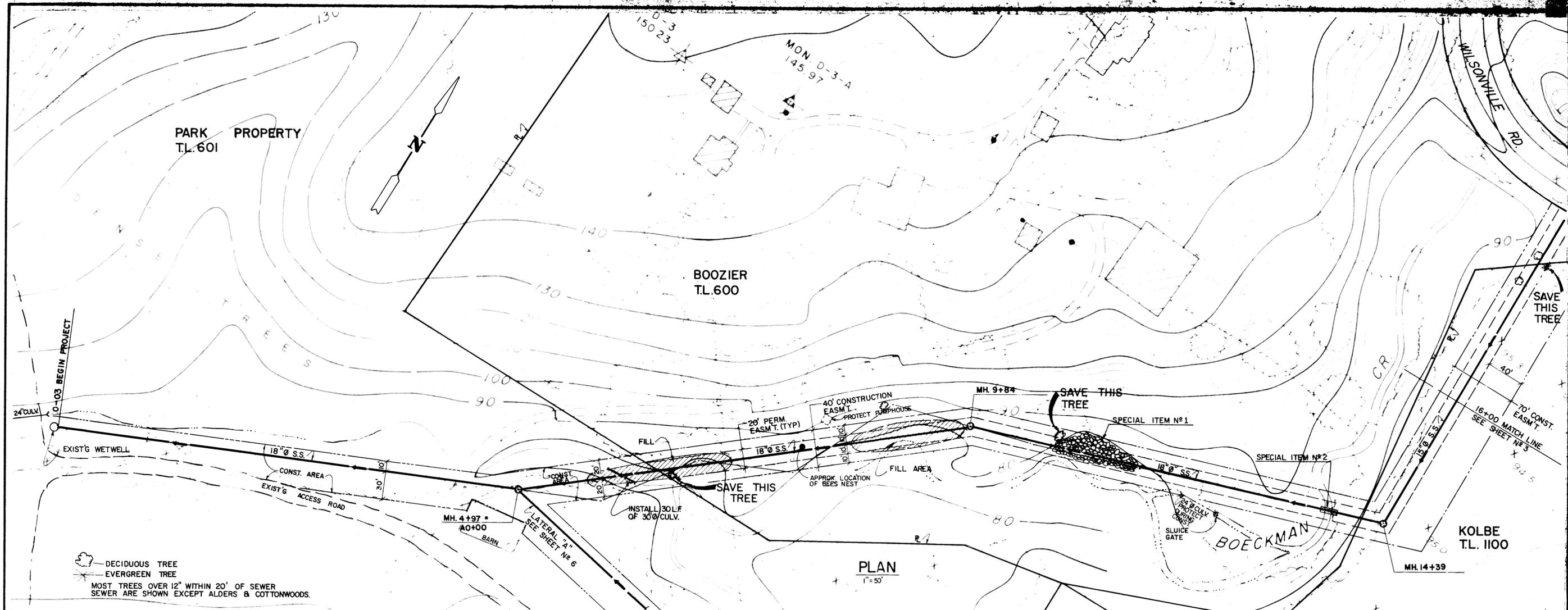
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CITY OF WILSONVILLE, OREGON		
BOECKMAN CREEK TRUNK SEWER		
STA. 16+00 TO STA. 32+00		
SCALE: NOTED	DATE: JULY 1979	JOB: 419-59
DSN. DAS	WESTECH ENGINEERING, INC.	
DRN. JLJ	3421 25th ST S.E.	
CKD.	SALEM, OREGON	
SHEET NO. 3A		OF

SW13

BOECKMAN CREEK TRUNK SEWER

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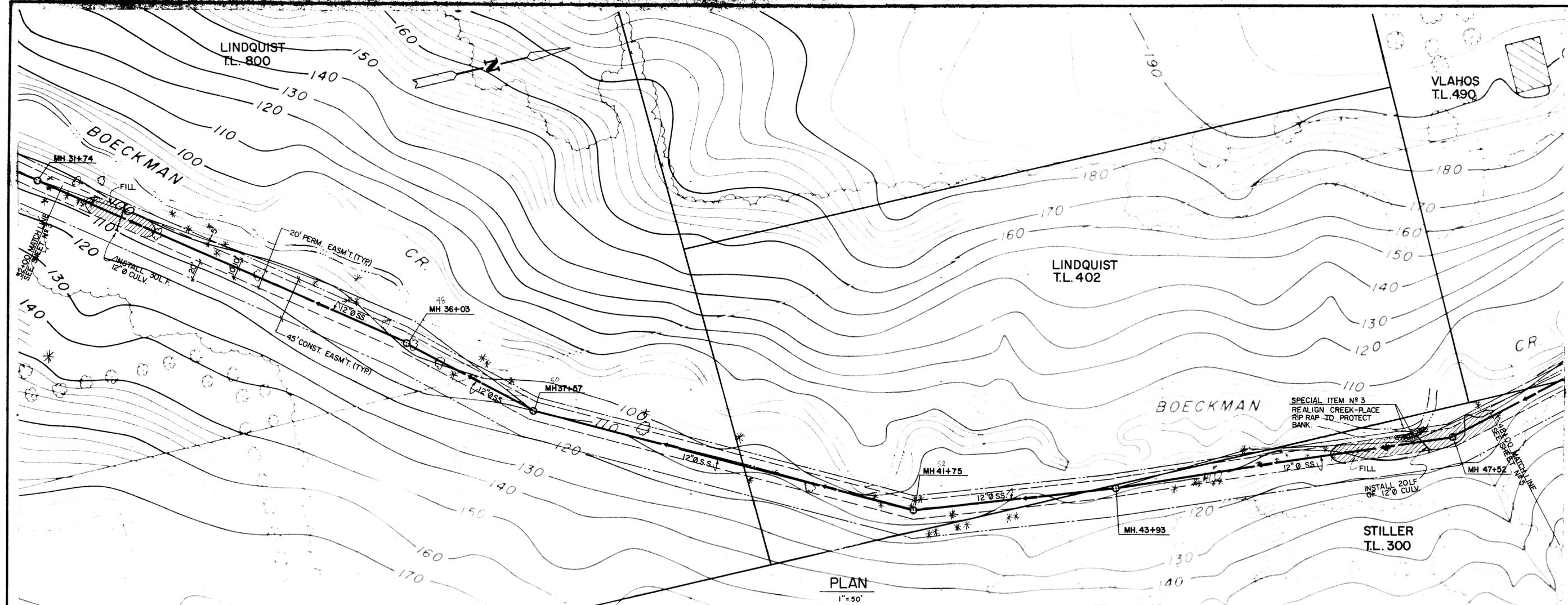
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REV. NO.		QUANTITY	REVISION	DATE	BY
1		1	REVISION	6/29/79	DAS
CITY OF WILSONVILLE, OREGON					
BOECKMAN CREEK TRUNK SEWER					
STA 0-03 TO STA. 16+00					
SCALE: NOTED	DATE: JULY 1979	JOB: 419-59			
DSN. DAS	WESTECH ENGINEERING, INC.		SHEET NO.		
DRN. ULJ	3421 25TH ST. S.E.		OF 2 A		
CKD.	SALEM, OREGON				

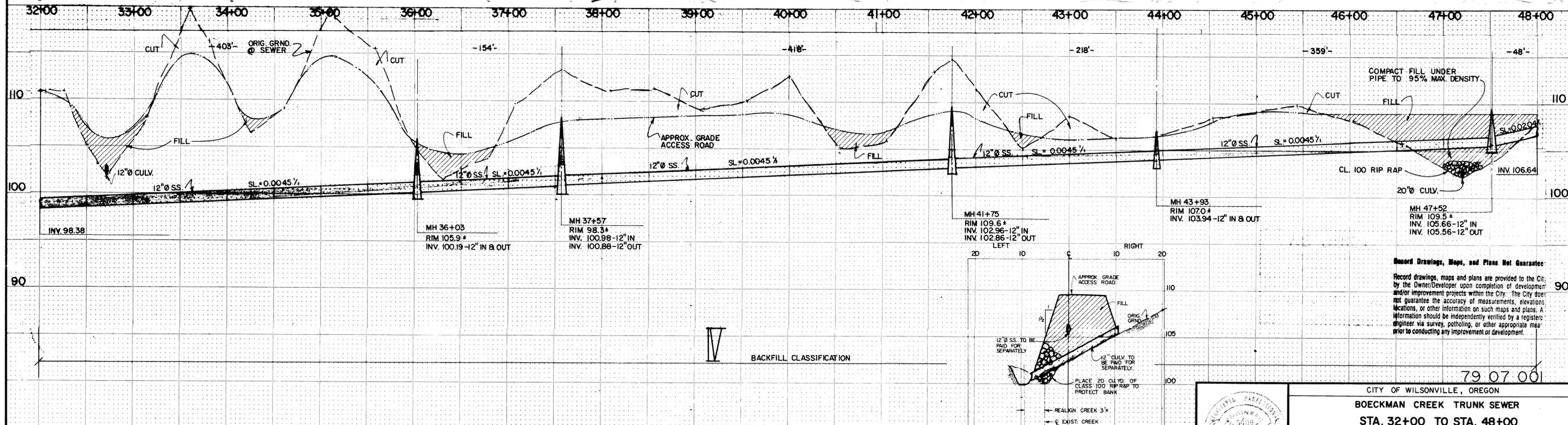
SW13

BOECKMAN CREEK TRUNK SEWER

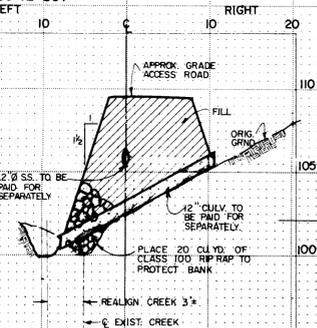
79 07 001



PLAN
1" = 50'



PROFILE
SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'



SPECIAL ITEM #3
STA. 47+20 - CROSS-SECTION
SCALE: HORIZ. 1" = 10'
VERT. 1" = 5'

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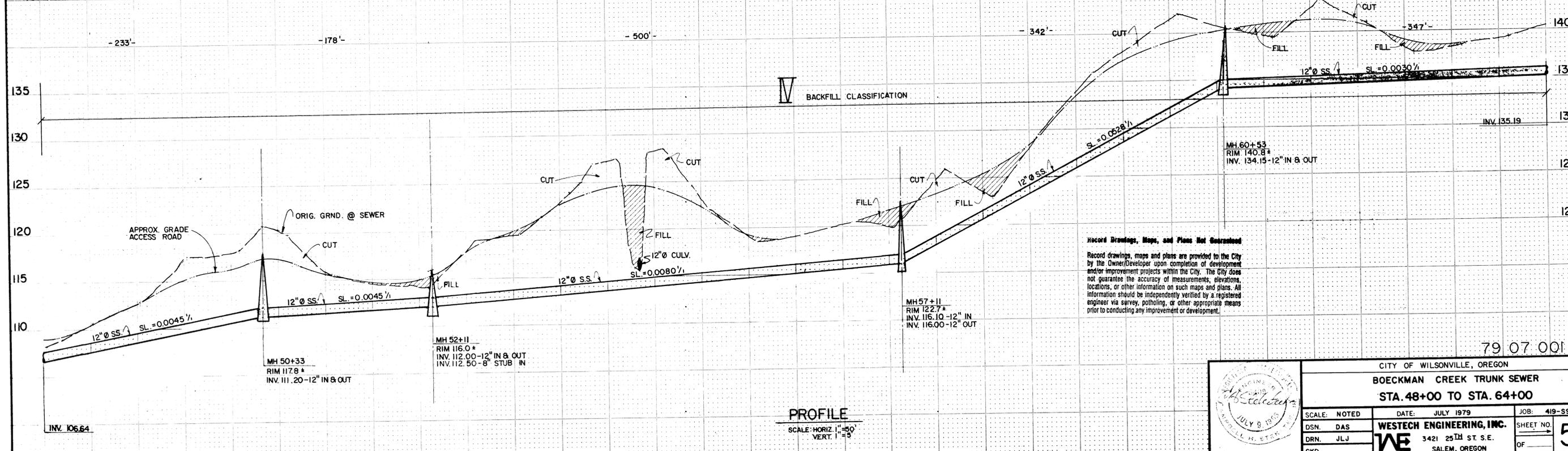
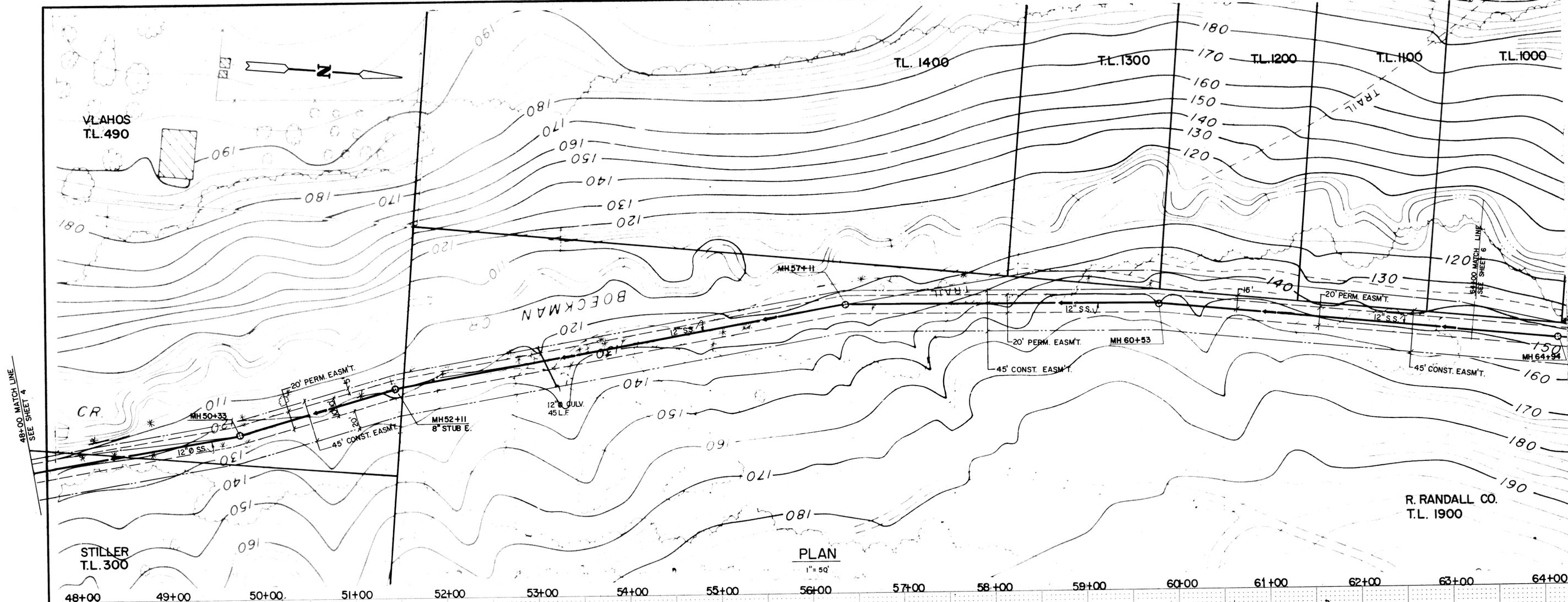


CITY OF WILSONVILLE, OREGON		
BOECKMAN CREEK TRUNK SEWER		
STA. 32+00 TO STA. 48+00		
SCALE: NOTED	DATE: JULY 1979	JOB: 419-S9
DSN: DAS	WESTECH ENGINEERING, INC.	SHEET NO.
DRN: JJJ		4
CKD:	3421 25TH ST. S.E.	OF
	SALEM, OREGON	

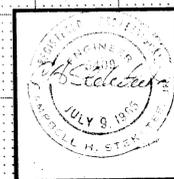
SW13

BOECKMAN CREEK TRUNK SEWER

79 07 001



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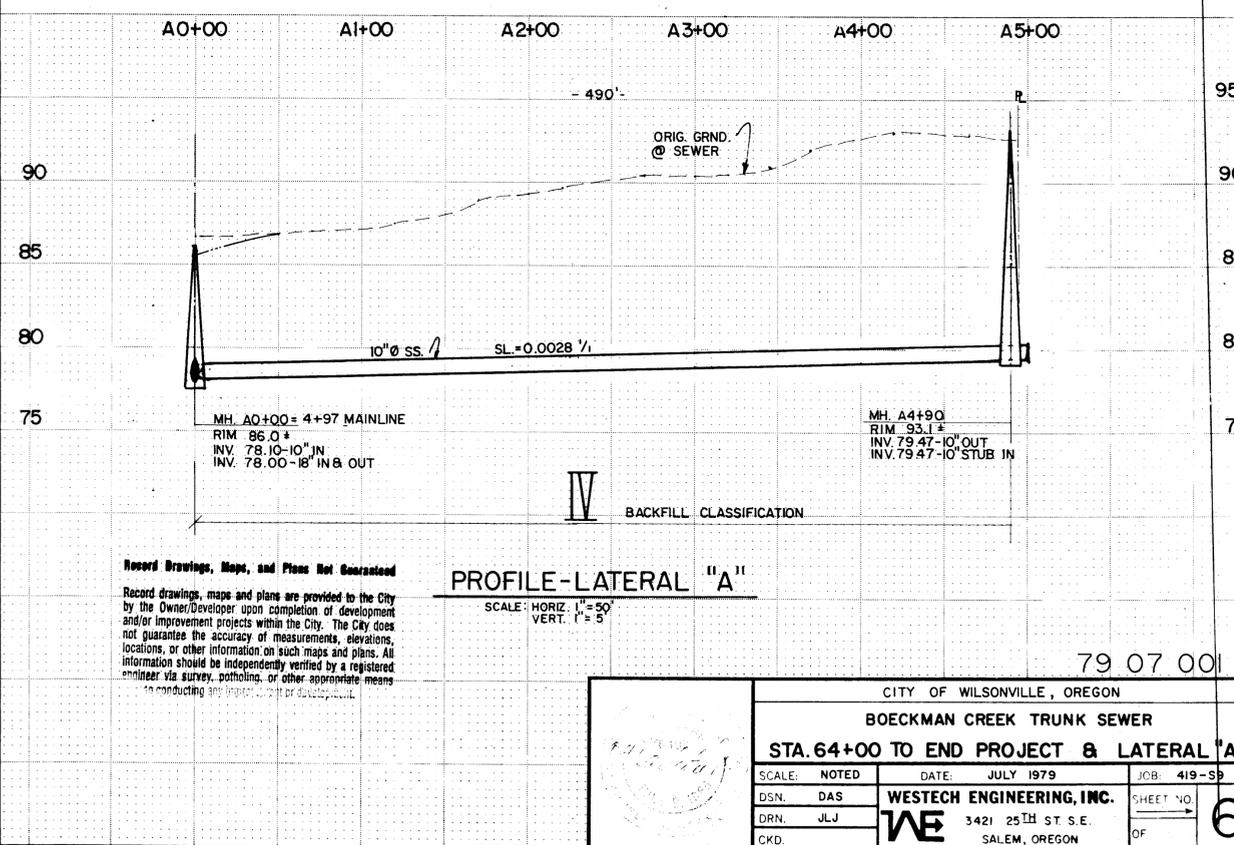
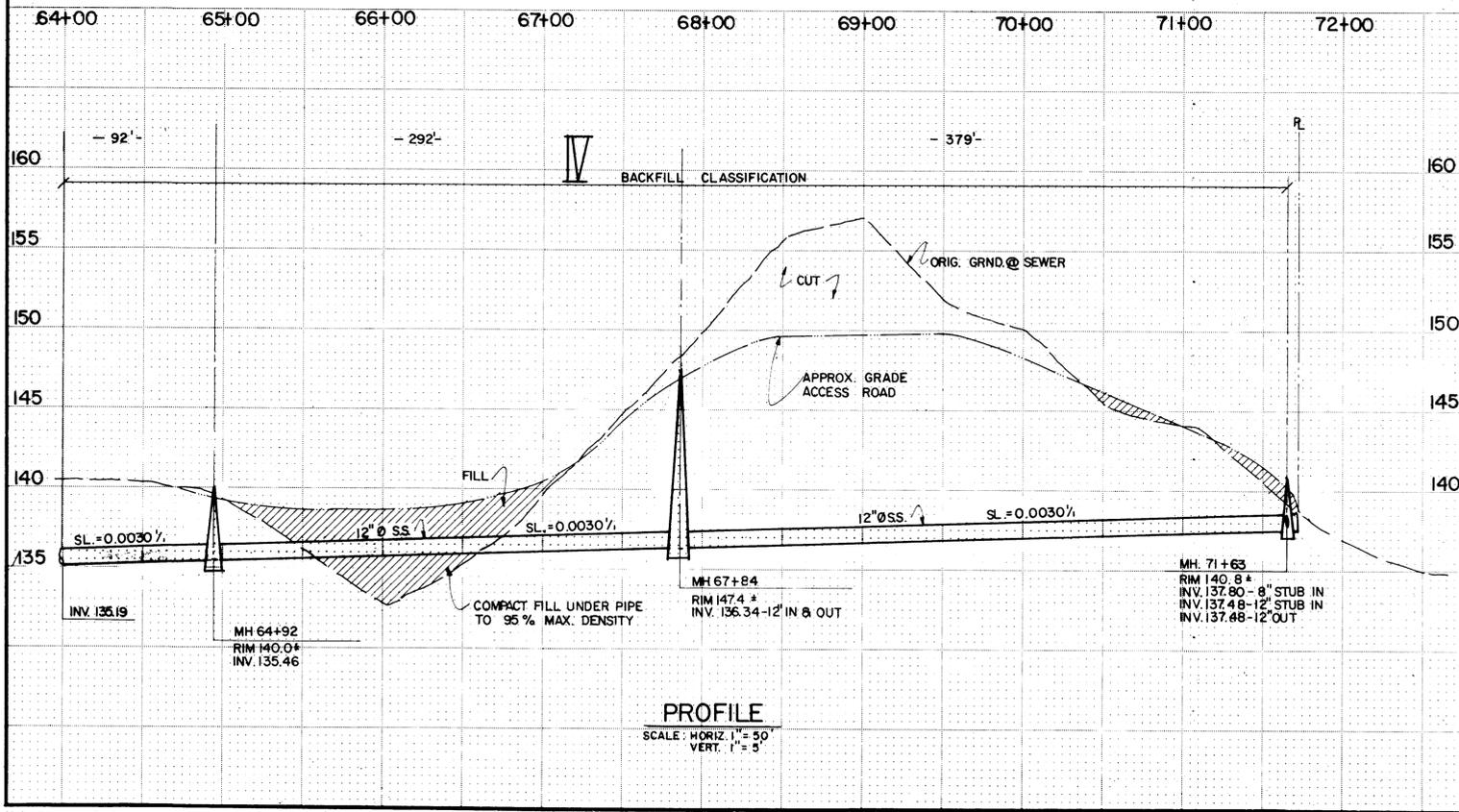
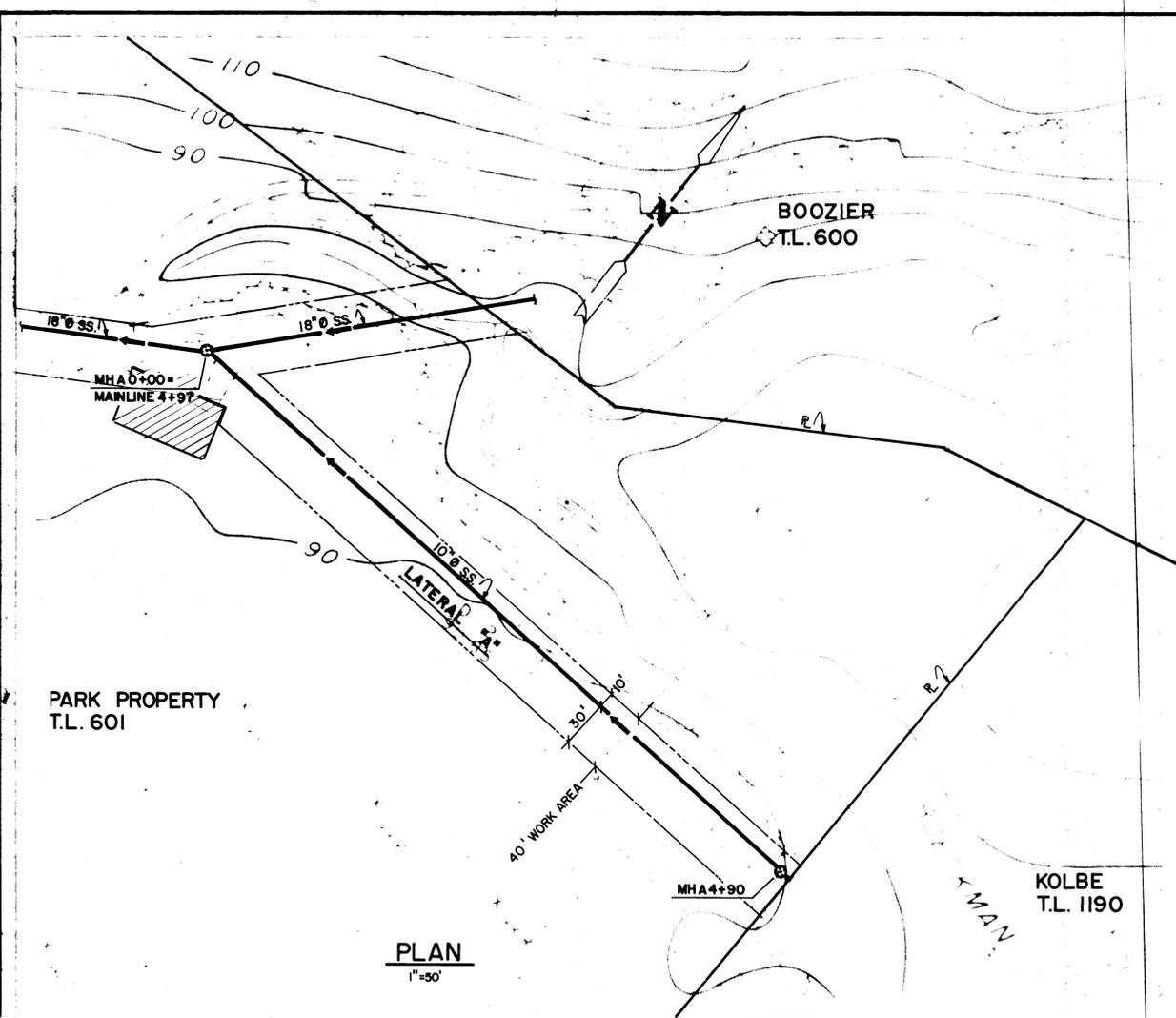
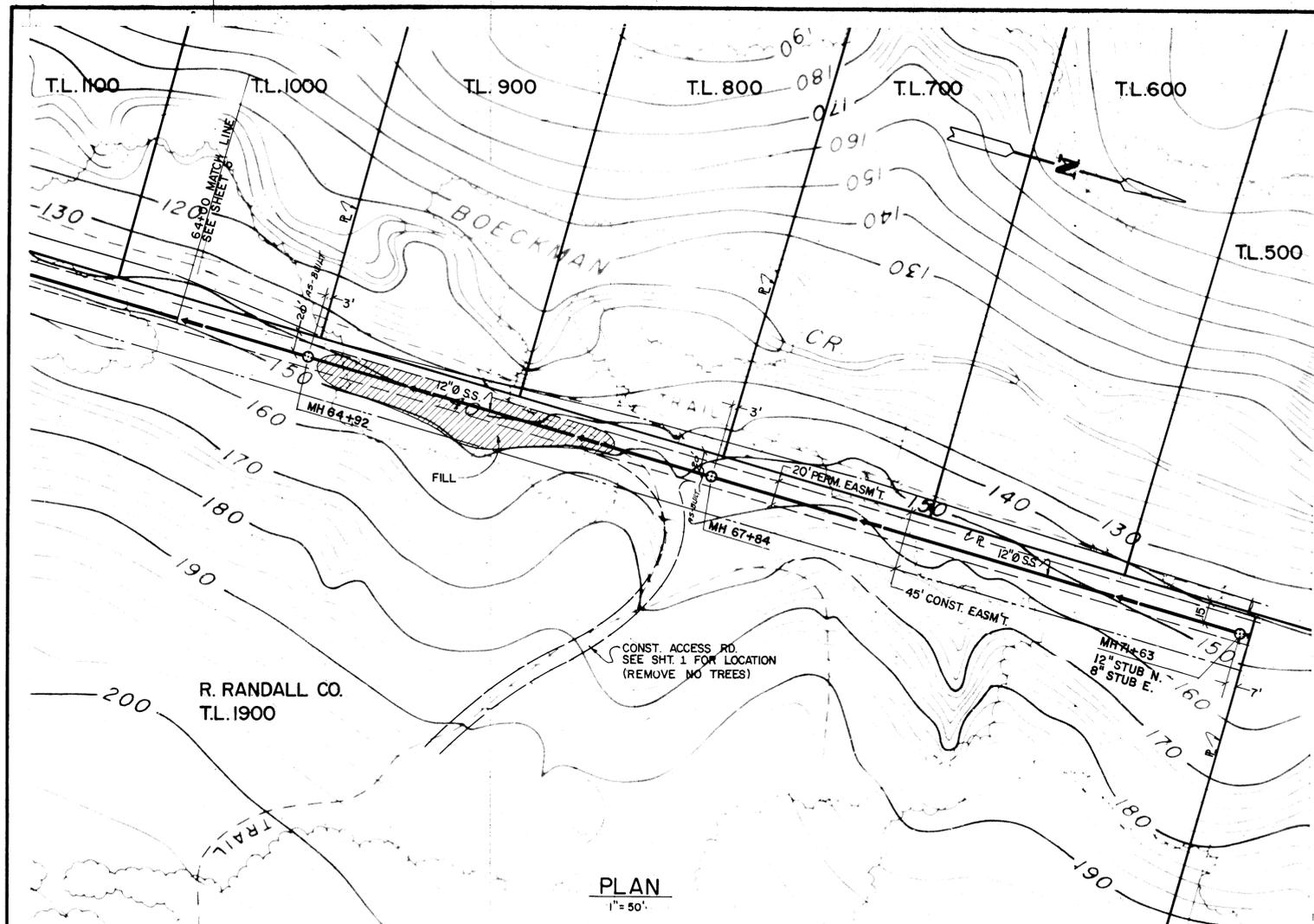


CITY OF WILSONVILLE, OREGON		
BOECKMAN CREEK TRUNK SEWER		
STA. 48+00 TO STA. 64+00		
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DSN. DAS	WESTECH ENGINEERING, INC.	
DRN. JLJ	3421 25 TH ST. S.E.	
CKD.	SALEM, OREGON	
SHEET NO. 5		OF 5

SW13

BOECKMAN CREEK TRUNK SEWER

79 07 001



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CITY OF WILSONVILLE, OREGON			
BOECKMAN CREEK TRUNK SEWER			
STA. 64+00 TO END PROJECT & LATERAL "A"			
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DRN: JLU	3421 25TH ST. S.E.		6
CKD:	SALEM, OREGON		OF