

RESOLUTION NO. 3021

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT NO. 2 TO THE PROGRESSIVE DESIGN-BUILD AGREEMENT FOR THE BOECKMAN ROAD CORRIDOR PROJECT WITH TAPANI|SUNDT A JOINT VENTURE.

WHEREAS, the City has planned and budgeted for the completion of Capital Improvement Projects #2102, 4205, 4206, 4212, and 7067, known as the Boeckman Road Corridor project (the Project); and

WHEREAS, the City Council approved Resolution No. 2916 on August 2, 2021 authorizing use of a Progressive Design Build (PDB) contracting method for design and construction of the BRCP; and

WHEREAS, the City Council approved Resolution No. 2976 on June 6, 2022 authorizing the Progressive Design Build Agreement (“Agreement”) for design-build services with Tapani|Sundt A Joint Venture;

WHEREAS, the City Council approved Resolution No. 3020 on February 23, 2023 authorizing Guaranteed Maximum Price Amendment No. 1 (GMP 1) to the Agreement with Tapani|Sundt A Joint Venture;

WHEREAS, the City’s processes for approving progressive design build contracting and selecting Tapani|Sundt A Joint Venture are compliant with ORS 279C.335 and OAR 137-049-0670 and related Oregon public contracting laws and regulations; and

WHEREAS, the Agreement includes provisions to negotiate a Guaranteed Maximum Price (GMP) for individual construction packages; and

WHEREAS, each GMP requires authorization by City Council and Urban Renewal Agency through an amendment to the PDB agreement prior to proceeding with construction activities;

WHEREAS, GMP 2 has been prepared and negotiated in accordance with the Agreement in the amount of \$2,740,777.23.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The Wilsonville City Council finds that GMP 2 has been prepared and negotiated in accordance with the Progressive Design Build Agreement for the BRCP.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, Guaranteed Maximum Price Amendment No. 2 to the Progressive Design Build Agreement with Tapani|Sundt A Joint Venture for a not-to-exceed amount of \$2,740,777.23.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17th day of July, 2023, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Julie Fitzgerald
8A974AF3ADE042E...

JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Excused
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Excused

EXHIBIT:

- A. Resolution No. 3021 Exhibit A – Guaranteed Maximum Price Amendment No. 2 to the Progressive Design-Build Contract for the Meridian Creek Culvert Replacement, Boeckman Road Improvements, and Advance Work for the Boeckman Dip Bridge of the Boeckman Road Corridor Project

Exhibit A - Resolution No. 3021

GUARANTEED MAXIMUM PRICE AMENDMENT TO THE PROGRESSIVE DESIGN-BUILD CONTRACT FOR THE MERIDIAN CREEK CULVERT REPLACEMENT, BOECKMAN ROAD IMPROVEMENTS, AND ADVANCED WORK FOR BOECKMAN DIP BRIDGE OF THE BOECKMAN ROAD CORRIDOR PROJECT

Agreement # 220780
Amendment No.2, GMP 2
Project Number: CIP #4212, 4206, 4205, 2102, 7067

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

The Agreement is revised as follows:

1. **Project Scope.** Design-Builder shall complete the House Demolition and Meridian Creek Culvert Replacement (“GMP Work”). The GMP Work is described in more detail in the attached Exhibit A – Scope of Work: Design-Builder is required to furnish all materials, labor, water, tools, power, equipment, transportation, and other work needed to construct the GMP Work.
2. **Contract Documents.** This Amendment consists of the main text of this Amendment and the following exhibits:
 - a. Exhibit A – Scope of Work
 - i A.1 – Construction Services Scope of Work
 - ii A.2 – Engineering Services During Construction Scope of Work
 - b. Exhibit B – GMP Supporting Documents
 - i B.1 - Schedule of Values
 - ii B.2 - Engineer’s Fee
 - iii B.3 – Assumptions and Clarifications
 - iv B.4 – Equipment Rates
 - v B.5 – Labor Rates
 - vi B.6 – Construction Schedule
 - vii B.7 – Permitting Strategy Plan
 - viii B.8 – Right of Way Acquisition Plan
 - c. Exhibit C – Construction Proposal Documents
 - i C.1 - Key Personnel
 - ii C.2 – Construction Document Index
 - iii C.3 – Procurement Plan
 - iv C.4 – Procurement Method
 - v C.5 – Subcontractor and Suppliers
 - vi C.6 – Selected Subcontractors and Suppliers

3. **GMP.** The parties agree that the Guaranteed Maximum Price (“GMP”) for the Project is \$2,740,777.23, consisting of the Estimated Cost of the Work, Contingencies, and Allowances, summarized as follows:

Estimated Cost of Work	\$1,586,495.83
Contingency	\$121,604.64
Contractor Fee (Design Builder’s Percentage Fee)	\$222,053.06
Engineering Services for Construction	\$110,602.04
Owner Directed Allowance	\$700,021.66
GMP Total (Total of Above)	\$2,740,777.23

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

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

achieve Substantial Completion by the Scheduled Substantial Completion Date.

5. Substantial Completion Date. Notwithstanding any provision in the GMP Supporting Documents to the contrary, the required date for Substantial Completion of the GMP Work is 11/13/2023.

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

a. City shall pay Design-Builder for GMP Work according to the schedules and unit prices stated in Exhibit B.1, including the Design-Builder's Percentage Fee as set forth in this Amendment and Article 7 of the Agreement.

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

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

7. Prevailing Wage

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

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

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

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

8. Insurance and Bonds.

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

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

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

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

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

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

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

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

Approved and authorized for signature by City Council on July 17, 2023.

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

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

City of Wilsonville, Oregon

Design-Builder

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPROVED AS TO LEGAL FORM:

CITY ATTORNEY

TAPANI | SUNDT
IN ASSOCIATION WITH KPFF

Exhibit A.1

Scope of Work – GMP 2 Construction Services

City of Wilsonville - Boeckman Road Corridor Project

House Demolition and Meridian Creek Culvert Replacement

Description:

The Project scope of work for this construction proposal is to provide Engineer of Record construction services (see KPFF Scope of Work further defined in Exhibit A.2) and the material, labor, and equipment needed to construct the Work. Work is generally defined in this construction proposal as traffic control, erosion control, grading, temporary paving, temporary striping, demolition, landscaping, utility relocation, culvert removal/installation, structural concrete, metal fabrication and masonry. GMP 2 also includes Owner directed allowances to procure H-pile, pipe pile, MSE wall engineering, and bridge girder engineering for the proposed GMP 3 construction.

Location:

House demolition (7550 Boeckman Road) and Meridian Creek & Boeckman Road Crossing (BRCP STA 64+00 – 66+00).

Purpose of Project:

Demolish the existing structure at 7550 Boeckman Road for future City of Wilsonville storm water management facilities. Remove and replace existing culverts to increase the conveyance of Meridian Creek beneath Boeckman Road.

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Exhibit A.2

SCOPE OF SERVICES – GMP 2 Construction Engineering Support Services

City of Wilsonville - Boeckman Road Corridor Project

House Demolition and Meridian Creek Culvert Replacement

A. PROJECT UNDERSTANDING

The following scope of work covers civil and traffic engineering, landscape architecture, arborist and environmental construction support services necessary for the installation of the proposed culverts at Meridian Creek and related infrastructure as documented in the GMP2 – GMP Submittal dated 5/19/2023.

B. TASK BREAKDOWN

TASK 22 CONSTRUCTION ENGINEERING SUPPORT SERVICES – GMP 2

22.1 Project Management, Administration and Coordination

Project management and administration for the execution of the contract throughout the construction phase. This assumes we will take part in 6 one-hour conference calls or virtual meetings throughout the duration of the construction phase. Review and provide edits to meeting notes developed by others.

22.2 Civil/Structural Engineering

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

- Attend pre-construction conference. This assumes the preconstruction meeting will be up to 2-hours and held at the City's office or in the field.
- Provide up to 4 civil and structural-related site visits during construction. We assume that KPFF will be notified of the construction schedule and progress to establish site visit dates. The site visits will be made at intervals appropriate to the stages of construction. Consultant shall document observations made through the preparation of site visit reports.
- Provide interpretations and/or clarifications of the civil and structural portions of the work for up to eight civil and eight structural Requests for Information (RFI's), Design Clarifications, and/or Contractor questions. The design consultation will occur only as required and may be ongoing through the Project. Each response is assumed to be no more than two-hours of effort.
- Assist in determining if non-conforming civil work shall be rejected.
- Review specified shop drawings or product submittals for the civil and structural portions of the work.
- Provide "Record" plans for the civil and structural portion of the work based on 1 clean, red-lined, full-size set of drawings provided by the Contractor.
- Assist with the project closeout. Review the final inspection documentation and project correction list provided by the City.

- Assist with utility coordination throughout construction to facilitate relocations needed to accommodate the proposed construction.

22.3 Culvert and Channel Design – Construction Services

Brown and Caldwell (BC) will provide engineering support services during construction which is assumed to be no greater than 12-weeks. The scope of services is limited to the following:

- Meetings:
 - BC will participate in bi-weekly virtual meetings (up to 6 meetings at one-hour each). Preparation of agenda and meeting minutes provided by others.
 - Provide a listing in an Excel workbook of all the required submittals specified in the Contract Documents (as requested).
- Request for Information (RFI) Services (up to 4 included):
 - Prepare responses to up to four 4 RFIs.
- Review of Submittals:
 - Review detailed construction shop drawings, contractor/vendor's operations, and other submittals. Assume up to 6 submittals will be reviewed and responses will be prepared.
- Field Visits:
 - Attend up to 3 field visits by a BC Field Engineer. Five-hours inclusive of travel time is assumed.
 - As-Built Drawings (1 field visit included): BC will review contractor-provided as-built drawings. Record drawings will not be prepared.

22.4 Traffic Engineering

Kittelson and Associates will provide the following construction engineering support services under this contract amendment:

22.4.1 Shop Drawing and Material Submittal Review

Consultant shall review supplemental traffic control plans and/or shop drawings submitted by the Construction Contractor for general conformity to the contract documents. Submittals shall consist of the following:

- Temporary traffic control plans.
- Temporary sign shop drawings.

22.4.3 On-site Engineering Observation

Consultant shall provide additional on-site engineering staff to supplement the City/County Inspector for the purpose of observing specific construction activities as requested. If requested, scheduling for on-site observation/inspection will be coordinated with the Project Manager. Up to 2 site visits by one Consultant staff are included as part of this task.

22.4.4 Design Modifications

Consultant shall prepare and submit engineering design revisions or additional design, as required, or necessitated by unanticipated conditions encountered during construction. Consultant shall submit design revisions in the form of calculations, plans, specifications, and estimates as directed by the Project Manager. Consultant shall provide additional design services up to the level of effort included in the budget for this task, as directed.

22.5 Landscape Architecture Services

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

22.5.1 Project Management

Includes preparation of invoices and progress reports, and internal review and coordination.

22.5.2 Material Submittal Review

Consultant shall review material submittals submitted by the Construction Contractor for general conformity to the contract documents. Submittals shall consist of the following:

- Tree Protection Fencing
- Soil test report
- Soil amendments
- Nursery plant list
- Temporary irrigation plan

22.5.3 Consultation During Construction

Consultant shall provide consultation and technical services regarding design issues raised during the construction of the Project, including:

- Attendance at the preconstruction meeting.
- Provide written responses for up to 3 Requests for Information (RFI's), Design Clarifications, and/or Contractor questions. Each response is assumed to be no more than two-hours of effort.
- Coordination with Project Arborist, Civil, and stream channel designers

22.5.4 On-site Construction Observation

Consultant shall visit the site to observe specific construction activities related to landscape architecture scope and provide brief field observation reports for each visit. Scheduling for on-site observation visits will be coordinated with the Project Manager, Project Arborist, and other Consultants if requested. Up to 2 site visits by one Consultant staff are included as part of this task. Each site visit is assumed to be no more than four-hours including travel time and field observation report. Long-term monitoring beyond the GMP 2 construction period is not included.

22.5.5 Design Modifications

Consultant shall prepare and submit design revisions or additional design, as required, or necessitated by unanticipated conditions encountered during construction. Consultant shall submit design revisions in the form of plans and specifications as directed by the Project Manager. Consultant shall provide additional design services up to the level of effort included in the budget for this task. As-built drawings are not included.

22.6 Arborist Services

Consultant shall provide on-call consulting arborist services to monitor and document tree protection measures, supervise excavation, direct root pruning or protection beneath the dripline of existing trees and provide the contractor with on-the-ground tree protection recommendations as needed.

22.7 Environmental Consulting Services

Pacific Habitat Services shall provide the following environmental consulting services during construction:

- Site visits to review planting installation, up to 3 visits at 4 hours each.
- Responding to RFI submittals.
- Preparation and submittal of post-construction reports for the US Army Corps of Engineers and Oregon Department of State Lands.

22.8 Geographical Engineering Services

Haley & Aldrich will provide the following geotechnical engineering support services under this contract amendment:

- Provide up to 3 site visits during construction. The site visits will be made to observe the preparation of the subgrade for the foundations of retaining walls and culvert bedding subgrade. Consultant shall document observations made through the preparation of site visit reports.
- Provide interpretations and/or clarifications of the geotechnical portions of the work for up to two RFI's, Design Clarifications, and/or Contractor questions. The design consultation will occur only as required and may be ongoing throughout the Project. Each response is assumed to be no more than two-hours of effort.

C. ASSUMPTIONS & CLARIFICATIONS

- All permit fees and agency charges will be paid by others (not KPFF). See Exhibit B.3 and B.7
- KPFF and/or subconsultants will not be providing construction surveying services. See Exhibit B.3
- KPFF and/or subconsultants will not be providing necessary testing and inspections during construction. See Exhibit B.3
- A post construction survey of as-built conditions is not included in this proposal.
- KPFF and/or subconsultants will not be responsible for special inspection services, such as compaction testing of backfill, concrete and reinforcement testing, etc. See Exhibit B.3

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Exhibit B.1

GMP 2 - Schedule of Values

BidItem	Bid Description	Bid Quantity	Units	Unit Price	Bid Total
100	SALARIED & ADMIN STAFF	1.00	LS	\$ 164,272.02	\$ 164,272.02
110	PROJECT OFFICE & FACILITIES	1.00	LS	\$ 12,338.00	\$ 12,338.00
120	MISC GENERAL REQUIREMENTS	1.00	LS	\$ 84,603.75	\$ 84,603.75
200	MOBILIZATION	1.00	LS	\$ 55,963.06	\$ 55,963.06
300	PROJECT QUALITY CONTROL	2.00	MO	\$ 9,374.08	\$ 18,748.16
350	SURVEY	1.00	LS	\$ 11,575.41	\$ 11,575.41
400	TEMP PROT & DIR OF TRAFFIC	1.00	LS	\$ 17,844.29	\$ 17,844.29
500	TEMPORARY SIGNS	128.00	SF	\$ 34.78	\$ 4,451.84
600	TEMP BARRICADES, TYPE III	11.00	EA	\$ 281.77	\$ 3,099.47
700	TEMPORARY STRIPING	1,500.00	LF	\$ 0.46	\$ 690.00
800	STRIPE REMOVAL	1,500.00	LF	\$ 0.66	\$ 990.00
1200	DEMO EXISTING HOUSE	1.00	LS	\$ 55,296.47	\$ 55,296.47
1300	DECOMMISSION WATER WELL & SEPTIC AT 550	1.00	LS	\$ 23,521.02	\$ 23,521.02
1400	REMOVE ROCK WALL	158.00	LF	\$ 35.69	\$ 5,639.02
1450	REMOVE WATER SERVICE & CAP AT MAIN COMPLETE	1.00	EA	\$ 6,119.31	\$ 6,119.31
1460	REMOVE MAIL BOX	1.00	EA	\$ 54.52	\$ 54.52
1500	REMOVE TREES	23.00	EA	\$ 1,161.70	\$ 26,719.10
1600	TREE PROTECTION CHAIN LINK FENCE	225.00	LF	\$ 26.12	\$ 5,877.00
2400	PORTABLE CHGBLE MESSAGE SIGNS	2.00	EA	\$ 3,000.00	\$ 6,000.00
2500	GENERAL SAFETY & TRECH PROTECTION	1.00	LS	\$ 35,841.85	\$ 35,841.85
2600	FLAGGERS	400.00	HR	\$ 70.47	\$ 28,188.00
3100	MAINTAIN EROSION CONTROL	1.00	LS	\$ 20,552.27	\$ 20,552.27
3300	CONSTRUCTION ENTRANCE, TYPE 1	2.00	EA	\$ 5,043.91	\$ 10,087.82
3400	SEDIMENT FENCE	400.00	FT	\$ 4.52	\$ 1,808.00
3500	INLET PROTECTION	4.00	EA	\$ 121.64	\$ 486.56
3550	BIO BAG DITCHES & SWALES	190.00	LF	\$ 20.04	\$ 3,807.60
3600	TEMPORARY SOIL STABILIZATION	0.20	AC	\$ 9,325.75	\$ 1,865.15
3700	TEMP BYPASS EQUIPMENT RENTAL&SETUP@ MERIDIAN CREEK	1.00	LS	\$ 24,943.33	\$ 24,943.33
3750	TEMPORARY BYPASS PUMP WATCH OFF HOURS & FUEL	200.00	HR	\$ 86.33	\$ 17,266.00
3800	POLLUTION CONTROL PLAN	1.00	LS	\$ 3,498.43	\$ 3,498.43
3850	TURBIDITY MONITORING	1.00	LS	\$ 17,283.35	\$ 17,283.35
3950	ORANGE CONSTRUCTION SNOW FENCE	1,310.00	LF	\$ 7.67	\$ 10,047.70
4200	ABANDONMENT IN PLACE EXISTING CULVERTS	154.00	LF	\$ 84.47	\$ 13,008.38
4250	REMOVE STORM DRAIN PIPE	120.00	LF	\$ 68.38	\$ 8,205.60
4300	REMOVAL OF PIPES (WATERLINE)	190.00	LF	\$ 119.58	\$ 22,720.20
4305	REMOVAL OF CURBS	80.00	LF	\$ 18.43	\$ 1,474.40
4315	REMOVAL OF SURFACINGS	435.00	SY	\$ 37.82	\$ 16,451.70
4400	REMOVAL OF INLETS	2.00	EA	\$ 673.41	\$ 1,346.82
4600	CLEARING AND GRUBBING	0.20	AC	\$ 129,548.10	\$ 25,909.62
4700	GENERAL EXCAVATION	74.00	CY	\$ 324.79	\$ 24,034.46
4800	LOOSE RIPRAP D50 = 12"	180.00	CY	\$ 272.07	\$ 48,972.60
5100	STRM DRN LINE CLEANING/MANDREL/ VIDEO INSPECTION	525.00	LF	\$ 17.64	\$ 9,261.00
5150	4 INCH STORM SEW PIPE, 5 FT (Retaining Wall Drain)	104.00	LF	\$ 116.36	\$ 12,101.44
5250	10 INCH STORM SEW PIPE, 5 FT	54.00	LF	\$ 253.56	\$ 13,692.24
5300	12 INCH STORM SEW PIPE, 5 FT	52.00	LF	\$ 225.07	\$ 11,703.64
5450	24 RCP CL5 STORM SEW PIPE	310.00	LF	\$ 362.07	\$ 112,241.70
5525	CONCRETE STORM SEWER SHALLOW MANHOLES	4.00	EA	\$ 11,596.66	\$ 46,386.64
5650	TEMPORARY CONCRETE INLETS, TYPE CG-30	2.00	EA	\$ 5,812.33	\$ 11,624.66
5700	TEMPORARY ASPHALT PAVEMENT (2" THICK)	435.00	SY	\$ 133.32	\$ 57,994.20
7200	RETAINING WALL. CIP	1.00	LS	\$ 252,173.22	\$ 252,173.22
7300	METAL HANDRAIL (3 RAIL)	74.00	LF	\$ 233.84	\$ 17,304.16
14900	12 INCH DUCTILE IRON PIPE WATER	190.00	LF	\$ 255.43	\$ 48,531.70

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Exhibit B.1

GMP 2 - Schedule of Values

BidItem	Bid Description	Bid Quantity	Units	Unit Price	Bid Total
14920	DUCTILE IRON PIPE BEND, 12 INCH	4.00	EA	\$ 1,238.64	\$ 4,954.56
14930	12 INCH CONNECT TO EXISTING 12 INCH	2.00	EA	\$ 3,991.19	\$ 7,982.38
14935	SLURRY BACKFILL @ STORM DRAIN CROSSING	25.00	CY	\$ 155.25	\$ 3,881.25
18000	JOINT UTILITY DITCH	100.00	LF	\$ 504.57	\$ 50,457.00
18500	RELOCATE LIGHT POLE	1.00	EA	\$ 7,653.35	\$ 7,653.35
18550	RELOCATE JUCTION BOXES	2.00	EA	\$ 1,250.00	\$ 2,500.00
20000	TREE LARGE	10.00	EA	\$ 369.18	\$ 3,691.80
20005	1 GAL CONT. WETLAND PLANTINGS	2,214.00	EA	\$ 9.72	\$ 21,520.08
20007	2 GAL CONT WETLAND PLANTINGS	198.00	EA	\$ 16.98	\$ 3,362.04
20010	NATIVE WETLAND MIX	8,433.00	SF	\$ 1.31	\$ 11,047.23
20020	NATIVE SEED MIX	1,342.00	SF	\$ 1.63	\$ 2,187.46
20030	LANDSCAPING ESTABLISH AND MAINTENACE	1.00	LS	\$ 16,873.80	\$ 16,873.80
20050	TEMP IRRIGATION SETUP & REMOVAL	1.00	LS	\$ 15,768.00	\$ 15,768.00
	COST OF WORK SUBTOTAL				\$ 1,586,495.83
30000	CONTINGENCY (UNFORESEEN UTILITY OR CONIDITION)	3.00	EA	\$ 9,492.44	\$ 28,477.31
30100	CONTINGENCY (FLAGGING)	120.00	HR	\$ 70.47	\$ 8,456.39
30200	CONTINGENCY (FUEL ESCALATIONS)	9,800.00	GA	\$ 1.00	\$ 9,800.00
30300	CONTINGENCY (WALL OVER EXC AND STABILIZATION)	165.00	CY	\$ 238.47	\$ 39,348.21
30400	CONTINGENCY (TRENCH OVER EXC AND STABILIZATION)	100.00	CY	\$ 181.19	\$ 18,119.23
30500	CONTINGENCY (TIGARD AVAILABLE AGG SUPPLY)	3,572.00	TN	\$ 4.87	\$ 17,403.50
	CONTINGENCY SUBTOTAL				\$ 121,604.64
	COST OF WORK & CONTINGENCY SUBTOTAL (FEE APPLIED ITEMS)				\$ 1,708,100.47
100760	DESIGN BUILDER FEE (13% of Cost of Work & Cost of Work Contingencies)			\$ 222,053.06	\$ 222,053.06
100780	KPFF - ENGINEERING SERVICES FOR CONSTRUCTION	1.00	NTE	\$ 110,602.04	\$ 110,602.04
50000	ALLOWANCE (EXTRA 3IN OF AC FOR LONG TERM TRAF)	75.00	TN	\$ 282.58	\$ 21,193.43
50100	ALLOWANCE (GMP 3 H PILE PROCUREMENT)	1.00	LS	\$ 200,000.00	\$ 200,000.00
50200	ALLOWANCE (GMP 3 PIPE PILE PROCUREMENT)	1.00	LS	\$ 330,000.00	\$ 330,000.00
50300	ALLOWANCE (GMP 3 MSE WALL SUPPLIER ENGINEERING)	1.00	LS	\$ 35,000.00	\$ 35,000.00
50400	ALLOWANCE (GMP 3 BRIDGE GIRDERS ENGINEERING)	1.00	LS	\$ 50,000.00	\$ 50,000.00
50500	ALLOWANCE (DESIGN GROWTH)	1.00	LS	\$ 48,205.80	\$ 48,205.80
50600	ALLOWANCE (OR CAT TAX - .57% of Grand Total) *Does not include DB Fee			\$ 15,622.43	\$ 15,622.43
	SUBTOTAL				\$ 1,032,676.76
	GMP #2 - GRAND TOTAL				\$ 2,740,777.23

EXHIBIT B.2 - ENGINEERS' FEE

City of Wilsonville - Boeckman Road Corridor Progressive Design Build
 Sundt/Tapani Joint Venture
 In Association with KPFF
GMP 2 Construction Engineering Support Services

	Labor & Expenses by Firm									
	TSJV	KPFF Civil	KPFF Structural	Brown and Caldwell	GreenWorks	Haley & Aldrich, Inc.	Kittelson	Morgan Holen & Associates	Pacific Habitat Services, Inc.	Subtotal
Non-Contingency Tasks										
TASK 22 - GMP2 CONSTRUCTION ENGINEERING SUPPORT SERVICES	\$ -	\$ 27,892	\$ 11,509	\$ 34,349	\$ 8,043	\$ 5,481	\$ 7,412	\$ 3,753	\$ 12,163	\$ 39,057
Non-Contingency Totals :	\$ -	\$ 27,892	\$ 11,509	\$ 34,349	\$ 8,043	\$ 5,481	\$ 7,412	\$ 3,753	\$ 12,163	\$ 110,602

**City of Wilsonville
 Estimated Fees for
 Boeckman Road Corridor Project
 GMP2 Construction Engineering Support Services
 EXHIBIT B.2 - ENGINEERS' FEE**

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE										
Work Item	KPPF CIVIL						Hours	Labor Cost	Expenses	Subtotals
	\$282.50 Civil Principal	\$231.65 Senior Civil PM	\$186.45 Project Engineer Roadway	\$163.85 Design Engineer/ Designer	\$146.90 Draftsperson / Technician - Civil	\$124.30 Project Administrator - Civil				
TASK 22 - GMP2 CONSTRUCTION ENGINEERING SUPPORT SERVICES										
17.1 - Project Management, Administration and Coord.							0	\$ -		
PM, Admin, & Coord.	8	12					28	\$ 6,034	\$ -	
Conf. Calls/Virtual Mtgs (Six 1-hr Mtgs)	2	6					8	\$ 1,955	\$ -	
							0	\$ -	\$ -	
17.2 - Civil Engineering	8						8	\$ 2,260	\$ -	
Attend Precon Meeting		3	3				6	\$ 1,254	\$ -	
Up to (2) Site visits		3	8				11	\$ 2,187	\$ 100	
RFI Responses		4	8		4	8	24	\$ 4,000	\$ -	
Submittal Reviews		2	4	4		8	18	\$ 2,859	\$ -	
Assist with Change Orders		4	4	2		2	12	\$ 2,249	\$ -	
Record Drawings		2	4	6	6		18	\$ 3,074	\$ -	
Project Closeout		4	4			2	10	\$ 1,921	\$ -	
Subtotal:	18	40	35	12	10	28	143	\$ 27,792	\$ 100	\$ 27,892
Non-Contingency Totals:	18	40	35	12	10	28	143	\$ 27,792	\$ 100	\$ 27,892

City of Wilsonville
Estimated Fees for
Boeckman Road Corridor Project
GMP2 Construction Engineering Support Services
EXHIBIT B.2 - ENGINEERS' FEE

BOECKMAN ROAD CORRIDOR PROJECT - GMP2 - CONSTRUCTION SERVICES FEE ESTIMATE

Work Item	KPFF STRUCTURAL							Hours	Labor Cost	Expenses	Subtotals
	\$282.50	\$231.65	\$220.35	\$186.45	\$186.45	\$163.85	\$163.85				
	EOR (Bridge) Totten	DQM McMullen	PM Finney	Senior Engineer	Structural Designer	CAD / BIM Modeler	Project Administrator				
TASK 22 - GMP2 CONSTRUCTION ENGINEERING SUPPORT SERVICES											
17.1 - Project Management, Administration and Coord.			4				2	6	\$ 1,209	\$ -	-
								0	\$ -	\$ -	-
17.2 - Civil/Structural Engineering								0	\$ -	\$ -	-
RFI's and Submittals	1		4		24			29	\$ 5,639	\$ -	-
Site Visits (up to 2)			3		8			11	\$ 2,153	\$ -	-
Record Drawings	1		2		4	4		11	\$ 2,124	\$ -	-
Close Out			1				1	2	\$ 384	\$ -	-
								0	\$ -	\$ -	-
Subtotal:	2	0	14	0	36	4	3	59	\$ 11,509	\$ -	\$ 11,509
Non-Contingency Totals:	2	0	14	0	36	4	3	59	\$ 11,509	\$ -	\$ 11,509

City of Wilsonville
Estimated Fees for
Boeckman Road Corridor Project
GMP2 Construction Engineering Support Services
EXHIBIT B.2 - ENGINEERS' FEE

BOECKMAN ROAD CORRIDOR PROJECT - GMP2 - CONSTRUCTION SERVICES FEE ESTIMATE

Work Item	Brown and Caldwell					Hours	Labor		Expenses	Subtotals
	\$339.00	\$280.24	\$232.78	\$174.02	\$141.25		Cost			
	Client Services Manager	Project Manager	Senior Field Engineer	Junior Engineer	Project Analyst					
TASK 22 - GMP2 CONSTRUCTION ENGINEERING SUPPORT SERVICES										
17.1 - Project Management, Administration and Coord. [assumes 3 months]	6	9	4	4	6	29	\$ 7,031			\$ 7,031
						0	\$ -	\$ -		\$ -
17.3 - Culvert and Channel Design – Construction Services [assumes 3 months]						0	\$ -	\$ -		\$ -
Meetings (up to 6 one-hour virtual meetings)	6	6	9			21	\$ 5,810	\$ -		\$ 5,810
Request for Information (RFI) Services		12	9	12		33	\$ 7,546	\$ -		\$ 7,546
Review of Submittals		12	8	12		32	\$ 7,313	\$ -		\$ 7,313
Field Visits (up to 3 field visits - 5 hours ea.)			20	8		28	\$ 6,048	\$ 600		\$ 6,648
						0	\$ -			\$ -
Subtotal:	12	39	50	36	6	143	\$ 33,749	\$ 600		\$ 34,349
Non-Contingency Totals:	12	39	50	36	6	143	\$ 33,749	\$ 600		\$ 34,349

**City of Wilsonville
 Estimated Fees for
 Boeckman Road Corridor Project
 GMP2 Construction Engineering Support Services
 EXHIBIT B.2 - ENGINEERS' FEE**

BOECKMAN ROAD CORRIDOR PROJECT - GMP2 - CONSTRUCTION SERVICES FEE ESTIMATE

Work Item	GreenWorks					Hours	Labor Cost	Expenses	Subtotals
	\$223.74 Principal/ Technical Director	\$192.67 Landscape Architect IV	\$142.95 Landscape Designer III	\$118.09 Landscape Designer II	\$142.95 Project Assistant				
TASK 22 - GMP2 CONSTRUCTION ENGINEERING SUPPORT SERVICES									
						0	\$ -	\$ -	
17.5 - Landscape Architecture Services						0	\$ -	\$ -	
17.5.1 Project Management	2		4		2	8	\$ 1,305	\$ -	
17.5.2 Material Submittal Review		2	4			6	\$ 957	\$ -	
17.5.3 Consultation During Construction			12			12	\$ 1,715	\$ -	
17.5.4 On-site Construction Observation (up to 2 site visits - 4 hours ea.)			8			8	\$ 1,144	\$ 100	
17.5.5 Design Modifications	2	2	4	12		20	\$ 2,822	\$ -	
Subtotal:	4	4	32	12	2	54	\$ 7,943	\$ 100	\$ 8,043
Non-Contingency Totals:	4	4	32	12	2	54	\$ 7,943	\$ 100	\$ 8,043

City of Wilsonville
Estimated Fees for
Boeckman Road Corridor Project
GMP2 Construction Engineering Support Services
EXHIBIT B.2 - ENGINEERS' FEE

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE											
Work Item	Kittelson & Associates, Inc.							Hours	Labor Cost	Expenses	Subtotals
	\$335.61 Senior Principal Engineer	\$288.15 Principal Engineer	\$247.47 Associate Engineer	\$163.85 Engineer	\$138.99 Transp. Analyst	\$210.18 Associate Technician	\$170.63 Senior Technician				
TASK 22 - GMP2 CONSTRUCTION ENGINEERING SUPPORT SERVICES											
17.3 - Traffic Engineering								0	\$ -	\$ -	-
Shop Drawing and Material Submittal Review		2		4				6	\$ 1,232	\$ -	-
Consultation During Construction		5		5				10	\$ 2,260	\$ -	-
On-Site Engineering Observation (up to 2 site visits at 3 hrs per)		3		6				9	\$ 1,848	\$ -	-
Design Modifications		2		4		4		10	\$ 2,072	\$ -	-
Subtotal:	0	12	0	19	0	4	0	35	\$ 7,412	\$ -	\$ 7,412
Non-Contingency Totals:	0	12	0	19	0	4	0	35	\$ 7,412	\$ -	\$ 7,412

**City of Wilsonville
 Estimated Fees for
 Boeckman Road Corridor Project
 GMP2 Construction Engineering Support Services
 EXHIBIT B.2 - ENGINEERS' FEE**

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE

Work Item	Morgan Holen & Associates, LLC				Subtotals
	\$186.45 Morgan Holen, Consulting Arborist	Hours	Labor Cost	Expenses	

TASK 22 - GMP2 CONSTRUCTION ENGINEERING SUPPORT SERVICES					
Work Item	Cost	Hours	Labor Cost	Expenses	Subtotals
17.4 - Arborist Services	20	20	\$ 3,729	\$ 24	
Subtotal:	20	20	\$ 3,729	\$ 24	\$ 3,753

Non-Contingency Totals:	20	20	\$ 3,729	\$ 24	\$ 3,753
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**City of Wilsonville
 Estimated Fees for
 Boeckman Road Corridor Project
 GMP2 Construction Engineering Support Services
 EXHIBIT B.2 - ENGINEERS' FEE**

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE								
Work Item	Pacific Habitat Services				Hours	Labor	Expenses	Subtotals
	\$216.96 Project Manager	\$141.25 Wetland Scientist 2	\$109.61 Graphics Specialist	\$98.31 Admin/Technical Editor		Cost		
TASK 22 - GMP2 CONSTRUCTION ENGINEERING SUPPORT SERVICES								
17.7 - Environmental Consulting Services					0	\$ -	\$ -	-
Post-construction reports for state and federal agencies	15	20	4	4	43	\$ 6,911	\$ -	-
Responding to RFIs	15				15	\$ 3,254	\$ -	-
Site visit to review plantings (up to 3 at 3 hours ea.)	4	8			12	\$ 1,998	\$ -	-
Subtotal:	34	28	4	4	70	\$ 12,163	\$ -	\$ 12,163
Non-Contingency Totals:	34	28	4	4	70	\$ 12,163	\$ -	\$ 12,163

City of Wilsonville
Estimated Fees for
Boeckman Road Corridor Project
GMP2 Construction Engineering Support Services
EXHIBIT B.2 - ENGINEERS' FEE

BOECKMAN ROAD CORRIDOR PROJECT - FEE ESTIMATE														
Work Item	Haley & Aldrich, Inc.										Hours	Labor		Subtotals
	\$344.65	\$305.10	\$265.55	\$226.00	\$192.10	\$186.45	\$169.50	\$141.25	\$152.55	\$129.95		Cost	Expenses	
	Senior Principal	Principal	Senior Project Manager	Project Manager	Technical Specialist	Project Professional	Staff Professional 2	Staff Professional 1	Senior Technician	Project Support				
TASK 22 - GMP2 CONSTRUCTION ENGINEERING SUPPORT SERVICES														
17.8 - Geotechnical Engineering Support Services											0	\$	\$	-
Site Visits (up to 3)		1		2			15				17	\$	3,034	\$ 300
RFI Review (up to 2)		1		4							5	\$	1,209	\$ -
Project Management and Support				3						2	5	\$	938	\$ -
Subtotal:	0	2	0	9	0	0	15	0	0	2	27	\$	5,181	\$ 300 \$ 5,481
Non-Contingency Totals:	0	2	0	9	0	0	15	0	0	2	27	\$	5,181	\$ 300 \$ 5,481

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Boeckman Road Corridor Project Exhibit B.3 – GMP 2 Assumptions & Clarifications

GMP 2 – 90% House Demolition and Meridian Creek Culvert Replacement

Assumptions and Clarifications

These Assumptions and Clarifications form the basis of the Tapani | Sundt, a Joint Venture, TSJV, 90% GMP 2 pricing of the BRCP house demolition and Meridian Creek culvert replacement scope. In the event that there is a conflict between these Assumptions and Clarifications and any other Contract documents, primacy and precedence is given to these Assumptions and Clarifications.

1. Work hours assumed to be 60 hours per week for the following activities within the 2023 In Water Work Window, all others assume a 50 hour:
 - i. Item 4300 Removal of Waterline
 - ii. Item 4600 Clearing & Grubbing
 - iii. Item 4700 Meridian Creek Grading
 - iv. Item 4800 Loose Riprap
 - v. Item 5250 10" Storm Sewer Pipe
 - vi. Item 5300 12" Storm Sewer Pipe
 - vii. Item 5450 24" Storm Sewer Pipe
 - viii. Item 7200 CIP Retaining Wall
 - ix. Item 14900 12" Ductile Iron Water Pipe
2. Assume working hours and lane closures from 7:00a to 6:00p, Monday through Saturday.
3. Assumes City Council approval of GMP pricing on 07/17/2023 with full Notice to Proceed issuance no later than 07/25/2023.
4. No "Buy American" or "Buy America" Clauses have been established in the contract documents associated with this GMP.
5. Includes Contractor Quality Control.
6. Quality Control will be provided per ODOT Field Tested Materials Acceptance Guide.
7. All pricing assumes no Traffic Moratorium restrictions being enforced for this scope.
8. Message boards will be utilized 2-weeks prior to traffic change; (3) traffic pattern changes assumed.
9. Assumes no pedestrian access along South sidewalk during South construction phase.
10. Conduits supplied & installed by TSJV include:
 - i. (2) 6" PGE
 - ii. (2) 4" PGE
 - iii. (1) 4" COW
11. Franchise utilities to furnish conduit and appurtenances for Joint Utility Trench:

i. Ziply	iv. Verizon
ii. Zayo	v. Lumen
iii. Comcast	vi. Clackamas Broadband

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- vii. ABB
12. TSJV to install materials provided by franchise utility companies as shown on BB01.
 13. Comcast will be relocated to allow for NW Natural relocation East of Meridian Creek
 14. NW Natural will be relocated prior to work commencing.
 15. PGE will be relocated prior to work commencing.
 16. Joint Utility Trench backfill complies with PGE ESR Trench Detail on sheet 93 Figure 38 using Select Backfill requirements (paragraph 6.2.4).
 17. Assumes a minimum 8-hour 12" watermain shutdown for tie-over will be allowed.
 18. Includes Survey for GMP 1 & 2 scope.
 19. Temporary Asphalt Patch is bid as a single 2" lift of HMA.
 20. Fuel escalation based off ODOT Monthly Fuel Price (MFP) for June 2023.
<https://www.oregon.gov/odot/Business/Estimating/MFP.pdf>
 21. Temporary bypass pumping Item 3700 includes set up, rent, and removal of stand-by bypass pump.
 22. Temporary bypass pumping Item 3750 includes hourly operating costs if bypass pumping is required.
 23. Total Contingency (Cost of Work and Design Builder) amount was developed with specific identified risks. However, the contingency can be utilized by Design Builder for other items as stipulated in Design Build Agreement section 9.D. The Design Builder Fee will be applied to the Cost of Work Contingency for items stipulated in section 9.D(a). The Design Builder Fee will not be applied to Design Builder Contingency for items stipulated in section 9.D(b). Although specific contingency items have been identified and included within Exhibit B.1, said contingencies may be applied towards other direct Cost of the Work with the Owner's written approval that are not included in the Design Builder's contingency as stipulated in section 9.D.1.
 24. Cost of Work Contingency items contained in Exhibit B.1 will have the Design Builder's fee of 13% applied; Bid Item 30000, 30100, 30200, 30300, 30400, 30500.
 25. Contingency Item 30000's (Unforeseen Utility or Condition) intended use is for costs associated with accommodating utilities or conditions encountered that have not been identified on Contract drawings and/or by Franchise utilities.
 26. Contingency Item 30100's (Flagging) intended use if for additional flagging requirements in the event that a full closure of Willow Creek Drive cannot be implemented.
 27. Contingency Item 30200's (Fuel Escalations) intended use if to cover potential fuel escalations due to market volatility.
 28. Contingency Item 30300 (Wall Over Excavation and Stabilization) will be used at the direction of the EOR in the event that unsuitable native ground conditions are present beneath the CIP retaining wall at the designed subgrade elevation.
 29. Contingency Item 30400 (Trench Over Excavation and Stabilization) will be used at the direction of the EOR in the event that unsuitable native ground conditions are present at the designed subgrade elevation of storm water facility trenches.
 30. Contingency Item 30500 (Tigard Available Aggregate Supply) will be utilized in the event that Tigard Sand & Gravel is unable to supply the necessary amount of aggregate required for construction of GMP 2 scope. The contingency value has been assumed that aggregate procurement will be shifted to CrabTree Crushing Inc.
 31. Item 100780 – "KPFF – Engineering Services for Construction" will be Not To Exceed amount.

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32. The quantities will be established by the 100% IFC plan set and agreed upon for each GMP. Changes to quantities after the 100% plan set will be addressed by a Work Change Directive. Any deductions from scope will remain within the GMP and treated as an Owner Directed Allowance. The Owner Directed Allowance will be used to fund additions of scope or item overruns after 100% Plan quantities have been established.
33. Owner Controlled Allowance items contained in Exhibit B.1 have the Design Builder's fee of 13% factored in; Bid Item 50000, 50100, 50200, 50300, 50400, 50500, 50600.
34. Allowance Item 50000 (Extra 3 Inch of AC For Long Term Traffic) is intended to cover additional costs in the event that GMP 3 is not executed and the base assumption of a 2" temporary asphalt patch is unacceptable for extended durations (beyond completion of GMP 2 construction).
35. Allowance Item 50100 (GMP 3 H-Pile Procurement) is intended for the procurement of permanent H-Pile to be used in construction of the proposed Boeckman Rd. bridge within GMP 3. Pricing is based upon 60% GMP 3 drawings and specifications and is subject to change after the competitive selection process.
36. Allowance Item 50200 (GMP 3 Pipe Pile Procurement) is intended for the procurement of permanent pipe pile to be used in construction of the proposed Boeckman Rd. bridge within GMP 3. Pricing is based upon 60% GMP 3 drawings and specifications and is subject to change after the competitive selection process.
37. Allowance Item 50300 (GMP 3 MSE Wall Supplier Engineering) is intended for the procurement of a MSE wall supplier and construction submittals in advance of GMP 3. Pricing is based upon 60% GMP 3 drawings and specifications and is subject to change after the competitive selection process. Pricing excludes any material procurement associated with the MSE wall scope.
38. Allowance Item 50400 (GMP 3 Bridge Girders Engineering) is intended for the procurement of a bridge girder supplier and construction submittals in advance of GMP 3. Pricing is based upon 60% GMP 3 drawings and specifications and is subject to change after the competitive selection process. Pricing excludes any material procurement associated with the bridge girder scope.
39. Allowance Item 50500 (Design Growth) is intended to be applied towards design changes between the 90% GMP and 100% IFC drawing set and specifications.
40. Allowance Item 50600 (OR CAT Tax) will be a direct pass thru of TSJV's Corporate Activity Tax burden.
41. GMP 2 does not include costs for the Construction Project Manager. Assumes cost for the Construction Project Manager during GMP 2 will be covered in GMP 3 or Preconstruction Services.
42. Excludes setup of field office and ability for colocation with Owner/Owner's Representative.
43. Excludes Contractor acquisition of land for laydown/staging area. Assumes City property at 7550 Boeckman Rd. will be used as needed for laydown/staging needs.
44. Excludes any post construction survey as-builts.
45. Excludes cost of any required Permits.
46. Excludes any tree permits or fees for tree removals.
47. Excludes all public relations and accommodations.
48. No impacts from planned or future adjacent projects.
49. Excludes flagging or traffic control for pedestrian traffic during South sidewalk closure.
50. Excludes temporary concrete barrier.
51. No costs or schedule delays are included due to third party utility relocations.
52. No landscape restoration included outside of the Meridian Creek limits.

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53. No permanent property restoration has been included such as sidewalks, curb, and permanent asphalt. Temporary asphalt sidewalk, curbs, and pavement have been included in the bid.
54. Excludes removal & replacement of hazardous materials unless identified in the contract drawings and specifications.
55. Excludes over-excavation and stabilization of soils. If unsuitable soils are encountered, Cost of Work contingency will be utilized.
56. Excludes Quality Assurance.
57. Excludes ODOT requirement of laser profiling of pipe.
58. Exclude removal, relocation, and/or restoration of any utility not shown or called out on the Contract drawings.
59. Excludes removal, restoration, and/or addition of water services within the limits of proposed 12" watermain relocation.
60. Excludes temporary waterline or bypass.
61. Excludes trash racks on all storm drainpipes.
62. Excludes paint on surface of retaining wall.
63. Excludes veneer sealant.
64. Excludes anti-graffiti coating on any and all surfaces.
65. Excludes waterproofing/damp proofing coating on subgrade or water bearing concrete surfaces.
66. Excludes bentonite plug on upstream edge of retaining wall.
67. Excludes any permanent striping.

DATE OF PROPOSAL EXPIRATION:

September 26, 2023

Notwithstanding anything to the contrary within this document, labor & equipment contained in Exhibits B.2, B.4, & B.5 have been negotiated and approved by the City of Wilsonville prior to the commencement of work and are stipulated rates.

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Exhibit B.4

GMP 2 - Equipment Rates

Based on 11/22/2022 Equipment Watch

Equipment	Description	GMP 2 Rate
8AP	**ASPHALT**	
8AP1	PAVER - VOGELE 2100-2	\$ 450.04
8AP2	SHUTTLE BUGGY - ROADTEC 2500D	\$ 455.49
8B	**BACKHOES AND GANNONS**	
8B430	BACKHOE - CAT 430F EXT HOE	\$ 52.00
8B430H	BACKHOE - CAT 430 W H50S HOE RAM	\$ 119.99
8BGAN	GANNON - CAT 415/DEEERE 210 (40 HR/WK)	\$ 52.00
8BP	**CONCRETE BATCH PLANT**	
8BP1	BATCH PLANT - ERIE STRAYER	\$ 394.24
8BP2	BATCH PLANT - CONECO	\$ 262.47
8BPCHILL	CONCRETE CHILLER W GEN/TANK	\$ 144.60
8BPGEN1	GENERATOR-100KW CAT XQ125	\$ 65.36
8BPGEN3	GENERATOR-500 KW ERIE	\$ 266.91
8CP	**CONCRETE PAVING**	
8CP2800	CONC PAVER - GT2800	\$ 275.30
8CP4000	CONC PAVER - GP4000	\$ 306.65
8CPBID	BIDWELL 4800	\$ 257.68
8CPBM	BARRIER MACH - COMMANDER 3	\$ 327.51
8CPC3	CONC PAVER - COMMANDER 3	\$ 327.51
8CPDR	EZ DRILL AND 900 COMPRESS	\$ 131.16
8CPPS	PLACER SPREADER - PS4000	\$ 279.77
8CP RTP	PLACER - RTP 500	\$ 259.95
8CPTIN	CURE BRIDGE - TC600	\$ 55.62
8CPTS	TRUSS SCREED - MET FORMS INC	\$ 37.15
8CR	**CRANES**	
8CR230	250 TN CRAWLER KOBELCO CK2500	\$ 275.00
8CR80	80 TN RT RTC-8080	\$ 140.00
8CRBT	15T BOOM TRUCK	\$ 62.25
8D	**DOZERS**	
8D5	DOZER - D5K2 XL	\$ 110.00
8EX	**EXCAVATORS**	
8EX308	EXCAVATOR - CAT 308	\$ 45.00
8EX323	EXCAVATOR - CAT 323/325	\$ 88.00
8EX336	EXCAVATOR - CAT 336F	\$ 121.00
8EX336H	EXCAVATOR - CAT 336E W H160 HAM	\$ 185.00
8EX349	EXCAVATOR - CAT 349F	\$ 173.00

8EX374	EXCAVATOR - CAT 374F L	\$	222.00
8EXCW336	COMPACTION WHEEL FOR 336 (40 HR/WK)	\$	7.00
8G	**GRADERS**		
8G14	BLADE - CAT 14M	\$	193.15
8G140M	BLADE - CAT 140M	\$	110.00
8H	**HOISTING, FORKS,MANLIFTS**		
8HFL	TELEHANDLER - GENIE 1056	\$	45.00
8HML	MANLIFT - GENIE Z45	\$	41.00
8HSL	SCISSORLIFT - GENIE GS3390	\$	89.69
8L	**LOADERS**		
8L938	LOADER - CAT 938	\$	62.00
8L950	LOADER - CAT 950M	\$	82.00
8LSS	SKIDSTEER - CAT 272	\$	52.00
8PU	**TRUCKS**		
8PU1	PICKUP 4X2 STD CAB 1/2T	\$	18.23
8PU2	FLATRACK 4X2 STD CAB 1T	\$	22.07
8R	**ROLLERS**		
8R66	66" SGL DRM VIB. - CAT CP44B	\$	66.00
8R84	84" SGL DRM VIB. - CAT CP56B	\$	78.00
8RRAM	RAMMAX P33	\$	24.00
8S	**SCRAPERS**		
8S613	SCRAPER - 613	\$	163.65
8S623	SCRAPER - 623H 15 BCY	\$	353.84
8TR	**TRAILERS**		
8TRL	LUBE TRUCK	\$	65.12
8TRM	MECHANIC TRUCK	\$	50.00
8TRT	**TRAILERS**		
8TRTL1	TRAILER - UTILITY FARM	\$	7.07
8TRTL2	TRAILER - CARGO VAN	\$	1.54
8W	**WATER TRUCKS, PULLS,**		
8WKLEIN	WATER TOWER - KLEIN TANK	\$	12.00
8WT2	WATER TRUCK - 2K GAL	\$	36.00
8WT4	WATER TRUCK - 4K GAL	\$	64.00
8Z	**GC/MINOR EQUIPMENT**		
8ZAIR	185 CFM AIR COMPRESSOR	\$	18.00
8ZBROOM2	SIDECAST BRROM (ROSCO)	\$	60.13
8ZGPS	GPS GRADE CONTROL	\$	25.00
8ZLP	LIGHT PLANT	\$	12.00
8ZWB	WATER BUFFALO	\$	3.63
8ZWELD2	400 AMP WELDER	\$	14.37
8ZWP4	PUMP - 4" TRASH	\$	30.00

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Exhibit B.5

GMP 2 - Labor Rates

***Admin** - Rates are burdened labor only

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

Admin	
Description	GMP 2 Rate
AREA MANAGER	\$ 187.68
PROJECT MANAGER	\$ 174.07
PROJECT ENGINEER	\$ 84.22
FIELD ENGINEER	\$ 74.70
STRUCT ENGINEER	\$ 74.70
PCCP ENGINEER	\$ 74.70
UTILITY ENGINEER	\$ 74.70
PROJECT CONTROLS/OFFICE ENG	\$ 74.70
QUALITY ENGINEER	\$ 74.70
GENERAL SUPERINTENDENT	\$ 122.34
UTILITY SUPERINTENDENT	\$ 81.50
STRUCTURE SUPERINTENDENT	\$ 81.50
PLANT SUPERINTENDENT	\$ 81.50
PCCP SUPERINTENDENT	\$ 81.50
SWING SHIFT SUPERINTENDENT	\$ 81.50
GRADING SUPERINTENDENT	\$ 81.50
SAFETY MANAGER	\$ 95.11
SAFETY COORDINATOR	\$ 67.89
PROJECT ANDMINISTRATOR	\$ 67.89
SCHEDULER	\$ 115.53
INTERNS	\$ 40.66
MODELER	\$ 85.59

Craft	
Description	GMP 2 Rate
JOURNEYMAN CARP	\$ 76.96
CARPENTER PILEMAN	\$ 77.13
CARPENTER FOREMAN	\$ 81.89
CARPENTER WELDER	\$ 79.58

Exhibit B.5

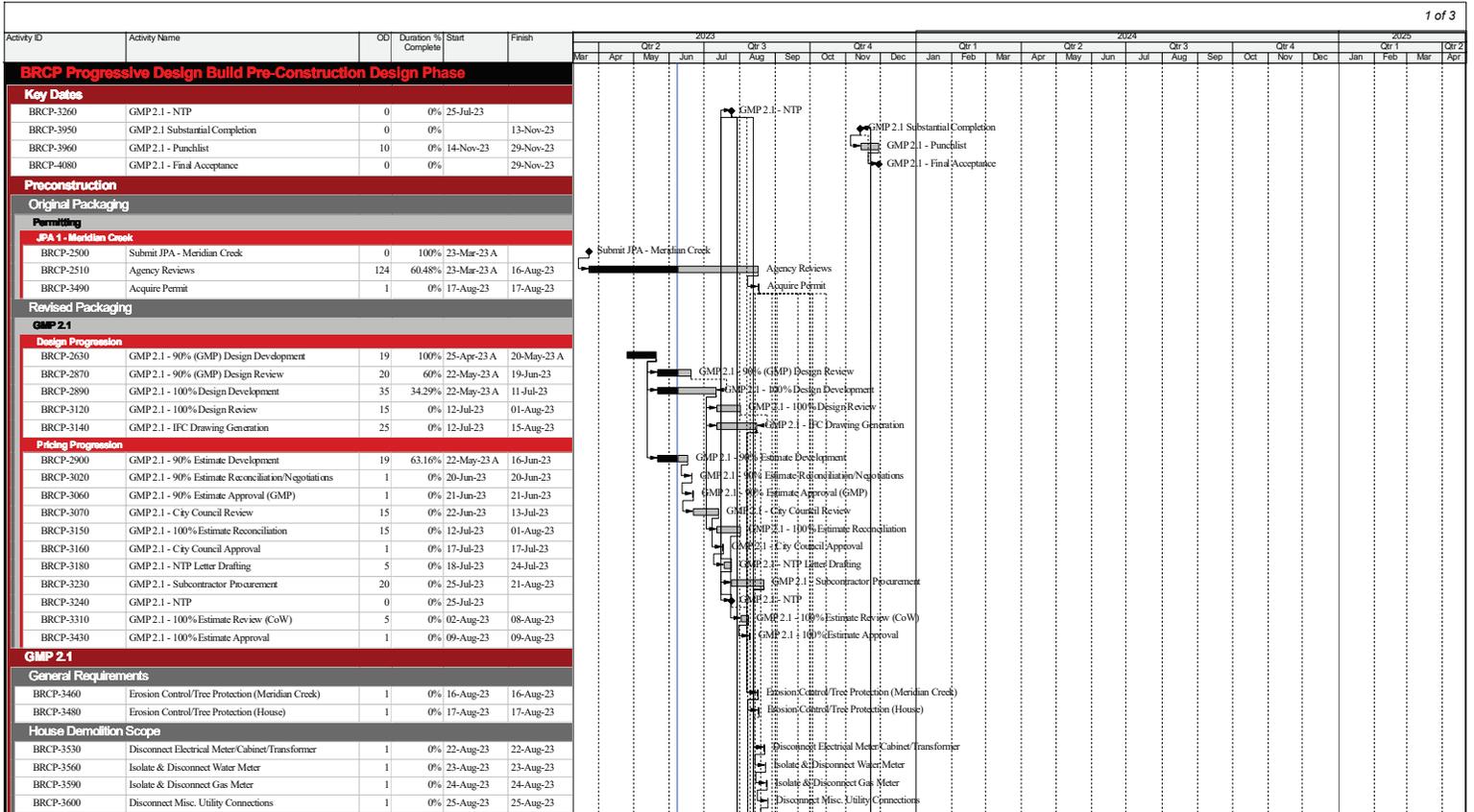
GMP 2 - Labor Rates

Craft	
Description	GMP 2 Rate
FINISHER 1	\$ 76.61
FINISH -MACHINES	\$ 76.61
FINISHER FOREMAN	\$ 78.92
PCCP FINISH HELPER	\$ 75.64
PCCP FINISHER 2	\$ 75.64
PCCP FINISH FOREMAN	\$ 77.95
IRONWORKER REBAR	\$ 90.31
IRONWORKER STR STEEL	\$ 90.31
IRONWORKER STR STEEL FOREMAN	\$ 92.62
LABOR GEN,FLAG,DUMP,STRIP	\$ 56.31
LABOR CONC,GUINEA,TENDER	\$ 61.62
LABOR TOOL,RIGGER,PRECAST	\$ 61.62
LABOR RAKER,PIPE,CHUCK	\$ 61.62
LABOR LEAD,DRILL,SCALER	\$ 63.08
LABOR FOREMAN	\$ 65.39
PCCP DOWEL INSERTERS	\$ 61.62
PCCP GEN. LAB-CLEAN UP	\$ 61.62
PCCP DUMPMAN	\$ 63.08
PCCP FOREMAN	\$ 65.60
LABOR, PIPE - GENERAL	\$ 61.62
LABOR, PIPE - TOPMAN, BACKUP	\$ 61.62
LABOR, PIPE - PIPELAYER	\$ 63.08
OP ROLLER, BH, FORK, 938	\$ 77.10
OP SCRAPER, 950, 966, 323	\$ 77.10
OP BLADE, D8, 336, 349, 980	\$ 82.27
OP D10, 374, 988	\$ 82.27
OP CRANE	\$ 84.47
OP OILER CRANE	\$ 75.08
OP FOREMAN	\$ 86.78
OP GRADE CHECKER	\$ 77.10
OP MECH/WELDER	\$ 82.27
PCCP TEXT / CURE	\$ 77.10
PCCP GROUNDMAN / LDR OPR.	\$ 77.10
PCCP PAVER / PLACER OPR	\$ 82.27
PCCP OPERATOR FOREMAN	\$ 84.57
PILEBUCK/MARINE CARPENTER	\$ 76.74
PILEBUCK FOREMAN	\$ 79.05
PIPE OPERATOR FOREMAN	\$ 81.45
2/3AXLE FLATRACK/2M WATER	\$ 56.49
DRIVER 4M WATER	\$ 56.49

Exhibit B.5

GMP 2 - Labor Rates

Craft	
Description	GMP 2 Rate
5AXLE DUMP/>4M WATER	\$ 72.41



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Boeckman Road Corridor Project Exhibit B.7 – Permitting Plan

GMP #2 – 90% House Demolition and Meridian Creek Culvert Replacement

Permits required for construction of GMP 2 will be coordinated and applied for by TSJV & KPFF. The City of Wilsonville will directly pay for all fees associated with permits required for GMP 2.

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

GMP 2 – 90% House Demolition and Meridian Creek Culvert Replacement

No permanent Right of Way acquisition has been identified for construction of GMP 2.

The following Temporary Construction Easements (TCE) have been identified for construction of GMP 2:

- **Parcel 7** – 3 1 W 12DD 05400 – City Council approval February 23, 2023
- **Parcel 26** – 3 1 W 13AB 15612 – City Council approval February 23, 2023
- **Parcel 27** – South Boeckman (Sta. 65+80) – 3 1 W 13AA 18701 – City Council approval April 17, 2023

The following Structure Easement has been identified for construction of GMP 2:

- **Parcel 30** – North Boeckman (Sta. 64+80) – 3 1 W 12DD 05400 – City Council approval April 17, 2023



Exhibit C.1

Construction Proposal: Key Personnel

City of Wilsonville - Boeckman Road Corridor Project

GMP 2 - House Demolition & Meridian Creek Culvert Replacement

Key Personnel:

- Ken Kubacki – Construction Project Principal
- Ryan Silbernagel – Construction Project Manager
- Eric Sommers – Construction Superintendent
- Joshua Smith – Construction Project Engineer
- Toni Martinez – Construction Project Administrator
- Jim Castaneda – Construction Project Safety Manager

Subcontractors & Suppliers: See Exhibit C.5

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Exhibit C.2

Construction Proposal: Construction Document List

City of Wilsonville - Boeckman Road Corridor Project

House Demolition and Meridian Creek Culvert Replacement

DRAWINGS – 90% GMP 2 Set (House Demolition and Meridian Creek Culvert Replacement) Plot Date: 05/19/2023

SHEET INDEX

SHEET COUNT	SHEET NUMBER	SHEET TITLE
1	A01	COVER SHEET
2	A02	ABBREVIATIONS AND LEGEND
3	A03	CONSTRUCTION NOTES
4	AB01	STRUCTURE TABLES, NOTES, & PROJECT CONTROLS
5	AB07	EXISTING CONDITIONS PLAN
6	AB12	EXISTING CONDITIONS PLAN
7	AC01	HORIZONTAL CONTROL PLAN
8	AC02	HORIZONTAL CONTROL PLAN
9	AE01	DEMOLITION PLAN
10	AF06	TREE PROTECTION AND REMOVAL PLAN
11	AF07	TREE PROTECTION AND REMOVAL PLAN
12	AF09	TREE PROTECTION AND REMOVAL PLAN
13	AF12	TREE PROTECTION AND REMOVAL PLAN
14	AF16	EXISTING TREE INVENTORY
15	AF17	EXISTING TREE INVENTORY
16	AF18	EXISTING TREE INVENTORY
17	AF19	TREE PROTECTION DETAILS AND NOTES
18	AG05	UTILITY RELOCATION PLAN
19	BA01	TYPICAL SECTION
20	BB01	DETAILS
21	C01	CONSTRUCTION PLAN
22	C01A	PROFILE

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SHEET COUNT	SHEET NUMBER	SHEET TITLE
23	FA12	IRRIGATION PLAN
24	FA12A	PLANTING PLAN
25	FA18A	PLANTING DETAILS
26	EB01	TRAFFIC CONTROL PLAN (PHASE 1)
27	EB02	TRAFFIC CONTROL PLAN (PHASE 1)
28	EC01	TRAFFIC CONTROL PLAN (PHASE 2)
29	EC02	TRAFFIC CONTROL PLAN (PHASE 2)
30	ED01	TRAFFIC CONTROL PLAN (PHASE 3)
31	ED02	TRAFFIC CONTROL PLAN (PHASE 3)
32	FB01	EROSION AND SEDIMENT CONTROL COVER SHEET
33	FB03	EROSION AND SEDIMENT CONTROL PLAN
34	FB04	EROSION AND SEDIMENT CONTROL PLAN
35	FB07	EROSION AND SEDIMENT CONTROL AND WATER BYPASS PLAN
36	FB08	EROSION AND SEDIMENT CONTROL DETAILS
37	FB09	EROSION AND SEDIMENT CONTROL DETAILS
38	HA01	MERIDIAN CREEK CULVERTS - GRADING PLAN
39	HA02	MERIDIAN CREEK CULVERTS - UPSTREAM PLAN AND PROFILE
40	HA03	MERIDIAN CREEK CULVERTS - DOWNSTREAM PLAN AND PROFILE
41	R-0	GENERAL STRUCTURAL NOTES
42	R-1	RETAINING WALL ELEVATION
43	R-2	RETAINING WALL SECTIONS
44	R-3	CONCRETE DETAILS

SHEET COUNT	SHEET NUMBER	SHEET TITLE
45	R-4	CONCRETE DETAILS
46	RA01	STANDARD DRAWING - CITY OF WILSONVILLE
47	RA02	STANDARD DRAWING - CITY OF WILSONVILLE
48	RA03	STANDARD DRAWING - CITY OF WILSONVILLE
49	RB01	STANDARD DRAWING - ODOT

SPECIAL PROVISIONS SECTION – 90% GMP 2 SET (House Demolition and Meridian Creek Culvert Replacement) Posted: 05/20/2023

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

Section 00110 – Organization, Conventions, Abbreviations, and Definitions

Section 00120 – Bidding Requirements and Procedures

Section 00130 – Award and Execution of Contract

Section 00140 – Scope of Work

Section 00150 – Control of Work

Section 00160 – Source of Materials

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- Section 00165 – Quality of Materials
- Section 00170 – Legal Relations and Responsibilities
- Section 00180 – Prosecution and Progress
- Section 00195 – Payment
- Section 00210 – Mobilization
- Section 00220 – Accommodations from Public Traffic
- Section 00225 – Work Zone Traffic Control
- Section 00240 – Temporary Drainage Facilities
- Section 00280 – Erosion and Sediment Control
- Section 00290 – Environmental Protection
- Section 00298 – Well Abandonment
- Section 00299 – Decommission Septic Systems
- Section 00310 – Removal of Structures and Obstructions
- Section 00320 – Clearing and Grubbing
- Section 00330 – Earthwork
- Section 00335 – Blasting Methods and Protection of Excavation Backslopes
- Section 00340 – Watering
- Section 00350 – Geosynthetic Installation
- Section 00390 – Riprap Protection
- Section 00405 – Trench Excavation, Bedding, and Backfill
- Section 00415 – Video Pipe Inspection
- Section 00420 – Salvaging Pipe
- Section 00445 – Sanitary, Storm, Culvert, Siphon, and Irrigation Pipe
- Section 00470 – Manholes, Catch Basins, and Inlets
- Section 00490 – Work on Existing Sewers and Structures
- Section 00495 – Trench Resurfacing
- Section 00497 – Franchise Utilities
- Section 00530 – Steel Reinforcement for Concrete
- Section 00540 – Structural Concrete
- Section 00596C – Cast-In-Place Concrete Retaining Walls
- Section 00620 – Cold Plane Pavement Removal
- Section 00641 – Aggregate Subbase, Base, and Shoulders
- Section 00730 – Emulsified Asphalt Tack Coat
- Section 00745 – Asphalt Concrete Pavement – Statistical Acceptance

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Section 00748 – Asphalt Concrete Pavement Repair

Section 00820 – Concrete Barrier

Section 00960 – Common Provisions for Electrical Systems

Section 02001 – Concrete

Section 02040 – Chemical Admixtures

Section 02050 – Curing Materials

Section 02410 – Concrete Pipe

Section 02450 – Manhole and Inlet Materials

Section 02510 – Reinforcement

Section 02690 – PCC Aggregates

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Exhibit C.3

Construction Proposal: Procurement Plan

City of Wilsonville - Boeckman Road Corridor Project

House Demolition and Meridian Creek Culvert Replacement

Criteria for Procurement Plan

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

Application of Criteria

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

General Conditions 6.13:

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

6.13.A:

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

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

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- Aggregates
- Asphalt Concrete Paving
- Concrete Reinforcement
- Culvert Pipe
- Demolition – Structures
- Electrical
- Erosion & Sediment Control
- Handrail
- JUT Materials
- Landscaping
- Manhole Channelization
- Masonry
- Material Disposal
- Pipe Inspection/TX
- Precast Structures
- Quality Control (QC)
- Ready Mix Concrete
- Saw Cutting
- Storm Drain Materials
- Striping
- Survey
- Tree Removal
- Trucking
- Waterline Materials

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

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

- Concrete Reinforcement
- Electrical
- Erosion & Sediment Control
- Handrail
- JUT Materials
- Manhole Channelization
- Pipe Inspection/TV
- Saw Cutting
- Storm Drain Materials
- Striping
- Survey

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

- Aggregates
- Asphalt Concrete Paving
- Culvert Pipe
- Demolition – Structures
- Landscaping
- Masonry

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- Material Disposal
- Precast Structures
- Quality Control (QC)
- Ready Mix Concrete
- Tree Removal/Clearing
- Trucking
- Waterline Materials

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

- N/A – No subcontracted scope will be procured under this section for GMP 2.

6.13.B:

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

The Design Builder Proposes to self-perform flagging, traffic control set up and maintenance, erosion control, clearing and grubbing, aggregate base and paving as allowed in General conditions 6.13.B and C. Justification for the self-performed work will be more fully explained below. The Design Builder will fully respond to any questions or comments submitted by the City in regard to the non-competitive process and is fully insured to the extents required.

- *Special advantages or capabilities of the Design-Builder or Subcontractor to perform the Work:*
 - The Design Builder has the capability to perform both utility installation and structural concrete scopes. This provides efficiency and eliminates the need for sequencing and mobilization of multiple subcontractors for these scopes of work.
 - Design Builder has a in-house TCS to develop traffic control plans and has the capability to provide Traffic Control and Flagging staff necessary.
- *Market availability of the requested services or products:*
 - Due to lead times, the Design Builder is proposing to purchase the GMP 3 H-pile and pipe pile as part of GMP 2. An allowance for these items has been included in GMP 2 and the competitive process will be used to select supplier.
 - Due to development and review times, the Design Builder is proposing to procure engineering services for GMP 3 bridge girders and MSE wall designs as part of GMP 2. An allowance for these items has been included in GMP 2 and the competitive process will be used to select supplier.
- *Demonstration that the process is reasonable and fair:*
 - *Independently verified Guaranteed Maximum Price and risk reduction for the city:* The Design Builder requests that the City's Owner Representative provide

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an independent cost estimate for the work per 6.13.B. This will insulate the City from the risk of high subcontractor costs. Additionally, the Design Builder agrees to and supports open-book costing for all self-performed work on the project. All questions or comments submitted by the City in regards to this process will be fully responded to.

- The following scopes are requested to be performed by TSJV as self-performed work and are above \$10,000 in value. These scopes of work were evaluated against an Independent Cost Estimate:

- Traffic Control
- Flagging
- Erosion Control
- Removals (Surfaces, Curbs, Retaining Walls, etc.)
- Excavation/Grading
- Storm Sewer Installation/Removal
- Waterline Removal and Relocation
- CIP Retaining Wall

- The following scopes of work are requested to be performed by TSJV and are less than \$10,000 in value. Although exempt by section 6.13(D), because the value of work is less than \$10,000.

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Exhibit C.4

GMP 2 - Procurement Method

Item	Estimated Value	Procurement Method
1. Aggregates	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations.
2. Asphalt Concrete Paving	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations
3. Concrete Reinforcement	Less than \$10,000	Selected from a minimum of three requested written quotations
4. Culvert Pipe	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations
5. Demolition - Structures	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations
6. Electrical	Less than \$10,000	Continuation of Subcontractor selected previously the through "Competitive Process" with a value less than \$10,000
7. Erosion & Sediment Control	Less than \$10,000	Selected from a minimum of three requested written quotations
8. Handrail	Less than \$10,000	Selected from a minimum of three requested written quotations
9. JUT Materials	Less than \$10,000	Selected from a minimum of three requested written quotations
10. Landscaping	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations

Item	Estimated Value	Procurement Method
11. Manhole Channelization	Less than \$10,000	Selected from a minimum of three requested written quotations
12. Masonry	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations
13. Material Disposal	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations
14. Pipe Inspection/TV	Less than \$10,000	Selected from a minimum of three requested written quotations
15. Precast Structures	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations
16. Quality Control (QC)	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations
17. Ready Mix Concrete	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations
18. Saw Cutting	Less than \$10,000	Selected from a minimum of three requested written quotations
19. Storm Drain Materials	Less than \$10,000	Selected from a minimum of three requested written quotations
20. Striping	Less than \$10,000	Continuation of Subcontractor selected previously the through "Competitive Process" with a value less than \$10,000
21. Survey	Less than \$10,000	Best combination of qualifications and price
22. Tree Removal	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations
23. Trucking	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations
24. Waterline Materials	Between \$10,000 and \$100,000	Selected from a minimum of three requested written quotations

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Exhibit C.5

GMP 2 - Subcontractor and Suppliers

Category	Subcontractor	Solicited	Bid Received	Notes
1. Aggregates	CADMAN	Y	Y	
	Calportland	Y	Y	
	Crabtree Crushing Inc.	Y	Y	
	Knife River	Y	Y	
	Tigard Sand & Gravel	Y	Y	Low Bid
	WCP - Wilsonville Concrete Products Inc.	Y	N	
	Western Rock Resources (Mesiel Rock)	Y	N	
	Windsor Rock Products	Y	Y	
2. Asphalt Concrete Paving	Brix Paving Northwest, Inc.	Y	Y	Low Bid
	Knife River	Y	Y	
	Lakeside Industries, Inc.	Y	Y	
3. Concrete Reinforcement	Farwest Steel Reinforcing Company	Y	N	
	Precision Rebar & Accessories, Inc.	Y	Y	Low Bid
	R2M2 Rebar and Stressing, Inc.	Y	N	
4. Culvert Pipe	Cascade Concrete Products, Inc.	Y	Y	Low Bid
	Columbia Precast	Y	N	
	National Precast LLC	Y	N	
	Oldcastle Infrastructure/Precast	Y	N	
5. Demolition - Structures	3 Kings Environmental, Inc.	Y	Y	
	Groat Bros, Inc	Y	N	
	Richey Wrecking Company	Y	Y	Low Bid
	Staton Companies	Y	N	
	UWD PreBuild, Inc.	Y	N	
6. Electrical	Prairie Electric, Inc.	Y	Y	Low Bid
7. Erosion & Sediment Control	ACF West, Inc.	Y	N	
	Cascade Geosynthetics	Y	Y	Low Bid
	GeoTK, LLC	Y	Y	
	Hanes Geo Components	Y	Y	
8. Handrail	A2 Fabrication	Y	N	
	Architectural Metal Works, Inc.	Y	N	
	Tapani Inc.	Y	Y	Low Bid
9. JUT Materials	Consolidated Supply Co.	Y	N	
	Core & Main	Y	N	
	Ferguson Waterworks	Y	N	
	HD Fowler Company, Inc.	Y	Y	
	Western Waterworks Supply Company	Y	Y	Low Bid
10. Landscaping	Affinity NW Landscaping	Y	N	
	Anderson's Erosion Control, Inc.	Y	N	
	Ash Creek Landscaping	Y	N	
	Cascadian Landscapers	Y	N	
	Dennis' Seven Dees Landscaping, Inc.	Y	N	
	Desantis Landscaping	Y	N	
	Fox Erosion Control & Landscape, Inc.	Y	Y	Low Bid
	North Fork Landscape, Inc.	Y	N	
	Teufel Nursery Inc.	Y	N	
Valleyscapes	Y	Y		

Category	Subcontractor	Solicited	Bid Received	Notes
11. Manhole Channelization	Bergen Construction, Inc.	Y	Y	Low Bid
			N	
12. Masonry	D&R Masonry Restoration Inc.	Y	N	
	Kraft Masonry, Inc.	Y	Y	
	Milne Masonry, Inc.	Y	N	
	Tikka Masonry	Y	Y	Low Bid
13. Material Disposal	CADMAN	Y	Y	
	Calportland	Y	Y	Low Bid
	Crabtree Crushing Inc.	Y	N	
	Knife River	Y	Y	
	Newberg Dirt Dump	Y	N	
	Tigard Sand & Gravel	Y	Y	
	Colvin	Y	Y	
	Western Rock Resources (Mesiel Rock)	Y	N	
14. Pipe Inspection/TV	Windsor Rock Products	Y	Y	
	Aims Companies	Y	N	
	Arck Construction Company	Y	Y	
	Pacific Int-r-tek	Y	Y	Low Bid
	Pipeline Video Inspection & Cleaning, LLC	Y	N	
	PPV, Inc./Bravo Environmental	Y	N	
	Pro-Vac	Y	N	
	River City Environmental	Y	N	
15. Precast Structures	The Iron Horse Group	Y	N	
	Cascade Concrete Products, Inc.	Y	Y	
	Columbia Precast	Y	N	
	National Precast LLC	Y	N	
16. Quality Control (QC)	Oldcastle Infrastructure/Precast	Y	Y	Low Bid
	Asphalt Concrete Soils (ACS) Testing, Inc.	Y	N	
	Alliance Testing Services (ATS), LLC	Y	N	
	Carlson Testing, Inc.	Y	Y	
17. Ready Mix Concrete	Professional Service Industries (PSI), Inc.	Y	Y	Low Bid
	Calportland	Y	Y	Low Bid
	Heidelberg Materials	Y	N	
	Knife River	Y	N	
18. Saw Cutting	WCP - Wilsonville Concrete Products Inc.	Y	N	
	A Cut Above Concrete Cutting, LLC	Y	N	
	American Concrete Company	Y	N	
	Brothers Concrete Cutting, Inc.	Y	Y	Low Bid
	Diamond Concrete Cutting, Inc.	Y	N	
	Penetrations, Inc.	Y	N	
	Sawcutters NW LLC	Y	N	
19. Storm Drain Materials	UWD PreBuild, Inc.	Y	N	
	Consolidated Supply Co.	Y	N	
	Core & Main	Y	Y	
	Ferguson Waterworks	Y	N	
	HD Fowler Company, Inc.	Y	Y	
20. Striping	Western Waterworks Supply Company	Y	Y	Low Bid
	Specialized Pavement Marking (SPM), LLC	Y	Y	Low Bid
21. Survey	1Alliance Geomatics, LLC	Y	Y	
	AKS Engineering & Forestry LLC	Y	Y	
	Crawford, Drummond & Associates, Inc.	Y	Y	
	GeoMetrix Northwest	Y	Y	Best Value & Low Bid
	Pace Engineers, Inc	Y	N	
	PLS Engineering	Y	Y	
	Terracalc Land Surveying, Inc.	Y	N	
Westlake Consultants, Inc.	Y	N		

Category	Subcontractor	Solicited	Bid Received	Notes
22. Tree Removal	Mr Tree, Inc.	Y	Y	Low Bid
	S&H Companies	Y	N	
	Savatree	Y	Y	
23. Trucking	Caseday, Inc./Fillup's Trucking	Y	Y	
	Cutter Construction Co Inc.	Y	Y	Low Bid
	Deans Commercial	Y	Y	
	Frank's Excavating, LLC	Y	Y	
	Salt & Pepper Construcion Co., Inc.	Y	N	
	Taylor Transport, Inc.	Y	Y	
24. Waterline Materials	Consolidated Supply Co.	Y	N	
	Core & Main	Y	N	
	Ferguson Waterworks	Y	N	
	HD Fowler Company, Inc.	Y	Y	
	Western Waterworks Supply Company	Y	Y	Low Bid

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IN ASSOCIATION WITH KPFF

Exhibit C.6

GMP 2 - Selected Subcontractor and Suppliers

Item	Estimated Value	Selected Subcontractor or Supplier
1. Aggregates	\$ 83,384.52	Tigard Sand & Gravel
2. Asphalt Concrete Paving	\$ 24,298.27	Brix Paving Northwest
3. Concrete Reinforcement	\$ 5,740.01	Precision Rebar & Accessories, Inc.
4. Culvert Pipe	\$ 19,250.02	Cascade Concrete Products, Inc.
5. Demolition - Structures	\$ 59,313.88	Richey Wrecking Company
6. Electrical	\$ 7,653.36	Prairie Electric, Inc.
7. Erosion & Sediment Control	\$ 3,114.32	Cascade Geosynthetics
8. Handrail	\$ 12,531.11	Tapani Inc.
9. JUT Materials	\$ 7,616.32	Western Waterworks Supply Company
10. Landscaping	\$ 75,927.77	Fox Erosion Control & Landscape, Inc.
11. Manhole Channelization	\$ 7,813.50	Bergen Construction, Inc.
12. Masonry	\$ 18,938.47	Tikka Masonry

Item	Estimated Value	Selected Subcontractor or Supplier
13. Material Disposal	\$ 15,396.41	Calportland
14. Pipe Inspection/TV	\$ 1,754.06	Pacific Int-r-tek
15. Precast Structures	\$ 15,562.00	Oldcastle Infrastructure/Precast
16. Quality Control (QC)	\$ 18,748.16	Professional Service Industries (PSI), Inc.
17. Ready Mix Concrete	\$ 19,395.30	Calportland
18. Saw Cutting	\$ 3,835.01	Brothers Concrete Cutting, Inc.
19. Storm Drain Materials	\$ 4,442.61	Western Waterworks Supply Company
20. Striping	\$ 6,247.87	Specialized Pavement Marking (SPM), LLC
21. Survey	\$ 11,575.41	GeoMetrix Northwest
22. Tree Removal	\$ 20,125.00	Mr. Tree
23. Trucking	\$ 43,593.33	Cutter Construction Co., Inc.
24. Waterline Materials	\$ 19,167.03	Western Waterworks Supply Company