

**RESOLUTION NO. 2648**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HHPR, INC. FOR DESIGN, ACQUISITION SUPPORT, AND CONSTRUCTION PHASE SUPPORT SERVICES ASSOCIATED WITH THE GARDEN ACRES ROAD PROJECT (CIP NO. 4201)**

WHEREAS, the City has planned and budgeted for the completion of a capital improvement project for Garden Acres Road (the "Project"); and

WHEREAS, the City solicited Requests for Proposals for the Project from qualified consultants that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

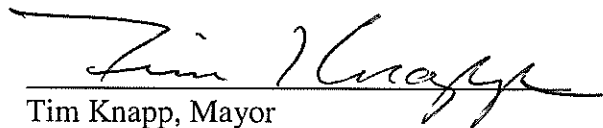
WHEREAS, Harper Houf Peterson Rigellis, Inc. (HHPR Inc.) was selected as the most qualified consultant for the planning and design services requisite for the Project, and subsequently provided an acceptable scope and fee proposal for the Project; and

WHEREAS, the City desires to execute a Professional Services Agreement, attached hereto and incorporated herein, with HHPR Inc. to perform design, acquisition support, and construction phase support services for the Project.


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

1. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with HHPR, Inc. for a not-to-exceed amount of \$484,043.79.
2. This Resolution becomes effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17<sup>th</sup> day of July 2017, and filed with the Wilsonville City Recorder this date.

  
Tim Knapp, Mayor

ATTEST:

  
\_\_\_\_\_  
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Akervall	Excused
Councilor Stevens	Yes
Councilor Lehan	Yes

Attachments:

Professional Services Agreement with Exhibit A – Scope, and Exhibit B – Fee Proposal

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made and entered into on this \_\_\_\_\_ day of July, 2017 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Harper Houf Peterson Righellis, Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

**RECITALS**

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

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

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

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

**AGREEMENT**

**Section 1. Term**

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder (“Services”) are completed and accepted, unless earlier terminated in accordance herewith. Except in the event of an extension of time, agreed to in writing by the City, all Services must be completed by no later than June 30, 2019.

**Section 2. Consultant’s Services**

2.1. Consultant shall diligently perform the surveying, engineering design and construction management Services according to the requirements identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Garden Acres Road Project – CIP #4201 (“Project”).

2.2. 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 which 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 Services 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.

2.3. Consultant will not be deemed to be in default by reason of delays in performance due to reasons 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.

2.4. 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 Services described herein.

2.5. 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 work on 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 3. Compensation**

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FOUR HUNDRED EIGHTY-FOUR THOUSAND FORTY-THREE DOLLARS AND SEVENTY-NINE CENTS (\$484,043.79) 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. Tasks 9.4 and 11 are Contingency Tasks that are included in the Compensation Amount but will require written authorization from the Project Manager before Consultant may proceed.

3.2. 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 Services described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Cost Proposal, as set forth in **Exhibit B**. Compensation above the amount shown in **Subsection 3.1** above requires a written Addendum, executed in compliance with the provisions of **Section 15**.

3.3. Unless expressly set forth on Consultant's Cost Proposal as a reimbursable expense item that is not included in the Compensation Amount of **Subsection 3.1**, or as an additional charge for which a written Addendum has been approved, in accordance with **Subsection 3.2** and the requirements of **Section 15**, Consultant shall only be entitled to the Compensation Amount specified in **Subsection 3.1**.

3.4. 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.

3.5. 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, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

3.6. Consultant's Compensation Amount and Cost Proposal 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, office expenses, and all other indirect and overhead charges.

#### **Section 4. City's Responsibilities**

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.

#### **Section 5. City's Project Manager**

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

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

Consultant's Project Manager is Ben Austin. 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 7. 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 8. 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 Services, 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 9. Subcontractors and Assignments**

9.1. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. The City hereby agrees that Consultant will contract with the following subcontractors, each to provide the type of work specified in the Scope of Work: DKS Associates, Inc.; GeoDesign, Inc.; Pacific Habitat Services, Inc.; and Morgan Holen & Associates, LLC. 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.

9.2. 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.

## **Section 10. Consultant Is Independent Contractor**

10.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** 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.

10.2. Consultant has requested that some consulting Services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on its Cost Proposal. Rates for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Cost Proposal, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Cost Proposal, per **Section 15** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

10.3. 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 10** and meet the same insurance requirements of Consultant under this Agreement.

## **Section 11. Consultant Responsibilities**

11.1. Consultant shall 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 subcontractor 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.

11.2. 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. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in

this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

11.3. 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.

11.4. References to "subcontractor" mean a subcontractor at any tier.

## **Section 12. Indemnity and Insurance**

12.1. 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 12.2.** 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.

12.2. Standard of Care. In the performance of professional 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.

12.3. 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. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies of insurance maintained by Consultant shall provide



at least the following minimum limits and coverages at all times during performance under this Agreement:

12.3.1. Commercial General Liability Insurance. Consultant shall obtain, at Consultant's 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.

12.3.2. 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 thereafter.

12.3.3. Business Automobile Liability Insurance. If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant has 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**.

12.3.4. Workers Compensation Insurance. Consultant 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.

12.3.5. Insurance Carrier Rating. Coverages provided by Consultant 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.

12.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both on-going 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.

12.3.7. 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.

12.4. 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 13. Early Termination; Default**

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

13.1.1. By mutual written consent of the parties;

13.1.2. 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

13.1.3. 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.

13.2. 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.

13.3. 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.

13.4. 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 17**, for which Consultant has received payment or the City has made payment.

#### **Section 14. 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 15. 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 3** of this Agreement, or changes or modifies the Scope of Services 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 16. 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 for a period of four (4) years, unless within that time the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

#### **Section 17. Property of the City**

17.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, 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 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.

17.2. 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 18. 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: Eric Mende  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Consultant: Harper Houf Peterson Righellis, Inc.  
Attn: Ben Austin  
205 SE Spokane Street, Suite 200  
Portland, OR 97202

## **Section 19. Miscellaneous Provisions**

19.1. 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 documents, the provisions of this Agreement shall control.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapters 279A and 279C 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.

19.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

19.7. 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.

19.8. 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.

19.9. 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.

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

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

19.12. 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.

19.13. 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.

19.14. 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.

19.15. 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."

19.16. 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.

19.17. 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.

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

19.19. 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.

19.20. 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:**

Harper Houf Peterson Righellis, Inc.

By: \_\_\_\_\_  
Ben Austin  
As Its: Principal

Employer I.D. No. 93-1045332

**CITY:**

City of Wilsonville

By: \_\_\_\_\_  
Bryan Cosgrove  
As Its: City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara A. Jacobson, City Attorney  
City of Wilsonville, Oregon

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**Exhibit A**  
**Professional Services Agreement**

City of Wilsonville

Garden Acres Road  
CIP # 4201

**SCOPE OF SERVICES**

General

Services will include complete design of approximately 2700 linear feet of Garden Acres Road and approximately 800 feet of Ridder Road east of Garden Acres Road to Collector classification: 12' travel lanes, a 14 foot median/turn lane, 8' buffered bike lanes, curb and gutter, engineered water quality bioswales, subsurface storm water conveyance facilities, 5 foot minimum sidewalk, street lighting, signalization at Ridder Road, and signage and stripping. The intersection of Garden Acres Road and Ridder/Clutter Road shall be re-designed and reoriented as conceptually shown in Attachment B-2. The re-design of the northern intersection of Garden Acres Road and Day Road will be completed to a 30% design only. Design of an approximately 1600 linear foot extension of 12" diameter sanitary sewer under Garden Acres Road IS included in the services. All design shall follow the City Public Works Standards or the 2015 ODOT Standard Specification, whichever is more stringent or conservative.

Consultant will be responsible for surveying, preparing legal descriptions and exhibits, and coordinating with a City hired Right of Way agent for all right-of-way and easement acquisitions required for the Project.

Consultant will be responsible for performing field investigations, writing reports and technical memos, and submitting applications and any documentation required to obtain all necessary federal, state, and local permits for design and construction. This includes environmental permits as well as land use or other permits that may be required by agencies such as the City of Wilsonville, Washington County, ODOT, and the Bonneville Power Administration.

Consultant will be responsible for coordinating design activities with the Willamette Water Supply Program (WWSP), and incorporating drawings and specifications for the 66" diameter water transmission pipeline prepared by WWSP or their consultant(s) into the Construction Bid Package for the project.

Consultant will perform and manage public outreach efforts, including informational letters to property owners, open houses if deemed necessary by the City, and creation and updating of a web page for the project.

Consultant shall provide construction phase services to oversee construction of the Project, including submittal review and processing, construction management, quality assurance, and field inspections.



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Project duration is anticipated to be 24 months (July 2017 to July 2019), 12 months in design and 12 months in construction.

**Task 1 – Project Management**

The Consultant shall manage all sub-consultants on the team, directing the flow of information between the Consultant team members and the City's project manager. The Consultant shall provide services including the following items:

1. Organize and conduct Kick-off meeting at City Hall.
2. Prepare and provide updates as needed to Project schedule.
3. Organize and conduct Project meetings twice a month via conference call.
4. Prepare materials for and participate in one public open-house meetings in Wilsonville – one at 30%-50% design and a second meeting at 90% design.
5. Conduct up to 13 one-on-one property owner meetings to discuss specific impacts and design considerations.
6. Prepare materials for and participate in two City Council meetings.
7. Coordinate various members of the Consultant team.
8. Provide exhibits, maps, figures, as needed and required.
9. Communicate clearly and regularly with the City's project manager.
10. Submit monthly invoices/payment requests. Each invoice / payment request shall include a project status report identifying in written form the work and activities completed for which payment is being requested.

Monthly billing and status reports shall be clearly presented in an organized manner, and formatted consistent with the cost proposal spreadsheet. All billings shall include columns for percent complete versus percent of budget spent.

**Task 2 – Surveying**

All survey work and elevations on design plans shall be based on NAVD 88 Datum, with plan sheets annotated to identify reference elevations and established benchmarks used on the project that are based on NVGD 29 Datum, along with conversion factors used to convert from NVGD 29 to NAVD 88. An existing conditions survey was performed in February 2017 and will be provided to the Successful Proposer to assist in developing the fee proposal for this Task. It is the City's expectation that the current existing conditions survey will be used as the basis for the surveying subtasks identified below, although it may be incomplete with respect to the needs of the project. In preparing the Fee Proposal, the Successful Proposer shall assume the current existing conditions survey is valid, accurate, and usable for the project, thereby reducing the scope and cost for this Task, or state specific reasons why it is not valid, accurate, or usable.

**Task 2.1– Project Initial Research and Project Planning**

This subtask shall be performed prior to field survey efforts. Work under this subtask includes:

## Exhibit A Professional Services Agreement

- The Oregon Utility Notification Center will be contacted to field mark utilities throughout the subject area.
- Consultant will request maps from all utility companies that have utilities within the subject area.
- Consultant will thoroughly review all as-builts or record drawings, utility company information, and GIS maps.
- Consultant will conduct other survey research necessary to perform the field surveying tasks and resolve right of ways, property boundaries, and adjacent easements of record.
- Consultant will review the current existing conditions survey (provided by the City) and identify potential gaps in information needed to complete the deliverables identified for Task 2.
- Consultant is responsible for obtaining rights of entry from private property owners as needed to complete the survey work.

### Task 2.2 – Right-of-Way/Easement Surveying and Property Research

Consultant will perform surveying necessary to accurately locate the existing right-of-way lines and relevant existing easements. At a minimum, surveying will include the following:

- Reviewing record of surveys, plats, and deed documents of adjacent ownerships.
- Establishing property, right-of-way, and easement lines adjacent to the project.
- Prepare spreadsheet of existing property and easement ownership for all property interests adjacent to the project. Obtain title reports for the respective parcels.

### Task 2.3 – Site/Topographic/Design Surveying

Consultant will perform necessary site, topographic, and design surveying services within the Project Limits. Conduct a field walk to review the existing topographic survey and identify any deficiencies or changes to the conditions.

Convert the previously completed topographic survey from NVGD 29 to NAVD 88 and update the survey to assimilate with the new topographic survey information. At a minimum, surveying will include the following:

- Establishing a horizontal and vertical survey control network.
- Referencing the network and all mapping to the City of Wilsonville approved vertical datum.
- Surveying and preparing an existing conditions map showing the following:
  - Locations, rim elevations, and invert elevations (of pipes) for all sanitary sewer and storm manholes within the project area
  - Utility poles, meters and overhead wires (including heights)
  - Located underground utilities
  - Crown line of streets
  - Edge of pavement
  - Fences
  - Striping
  - Signage

**Exhibit A**  
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- Sidewalks
- Wheelchair ramps
- Driveways
- Waterways
- Trees, hedge rows and major shrubs
- Other important topographic features
- Photos of site conditions
- The extents of the survey work will be as necessary to adequately design the proposed improvements and determine the scope and extent of demolition, including construction easements.
- Survey data will be compiled in digital format and a digital terrain model will be created which can be used for design purposes.
- An existing conditions map, stamped by a Professional Land Surveyor registered in Oregon, will be prepared showing all the above items.

Supplement topographic survey to include the following areas:

- Extend topographic survey approximately 300 feet west on SW Clutter from the end of the current survey. This includes survey of the first 75' of the property on the northwest corner of the Clutter/Garden Acres intersection.
- Extend topographic survey approximately 800 feet east on SW Ridder from the end of the current survey. This includes survey of the first 75' of the property on the northeast corner of Ridder/Garden Acres intersection.
- Survey existing driveways along Garden Acres approximately 25 feet beyond the proposed right of way limits to facilitate the design of reconnections. This includes approximately 16 driveways
- Topographic survey of the SW Cahalin Road right of way from Garden Acres to Grahams Ferry Road and approximately 200 feet north and 200 feet south of this intersection along Grahams Ferry Road. Survey will be of edge of pavement and striping only.

Topographic survey includes adding tags to all trees surveyed that are within 30 feet of the edge of pavement on both sides of the road for the purpose of the tree inventory.

**Task 2.4 – Pre-Construction Surveying**

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

At a minimum, surveying will include the following:

- Locations of all survey monuments that may be disturbed or destroyed by construction.

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- Descriptions of all located survey monuments.

**Deliverables**

- Title reports, Legal descriptions and Exhibits for areas needed to be acquired for right-of-way or easement acquisition.
- The project deliverable will be a complete summary report of the existing conditions. This document will include:
  - An existing conditions survey map
  - Raw field survey data and field notes
  - Digital terrain model in AutoCAD format complete with all external references such that the DTM is fully usable by the City and WWSP without additional software or reference data.
  - Pre-Construction Record of Survey (including map and narrative) recorded with the Clackamas County Surveyors Office.
  - Utility locate ticket numbers and maps provided by utility carriers
  - Site photographs

**Task 3 – Tree Survey and Evaluation**

The project arborist shall evaluate existing trees that have the potential to be impacted by the proposed Project in accordance with the City of Wilsonville requirements, and provide arborist recommendations to the design team to minimize the loss of trees.

**Consulting Arborist shall:**

- Review a PDF map of the tree survey illustrating the location of trees 6" and larger in diameter and tree point numbers labels, and an Excel spreadsheet listing the tree survey point data.
- Conduct one site visit to assess surveyed trees and collect tree inventory data including species, diameter, crown radius, general condition (health), and wind throw resistance.
- Provide up to ten (10) hours of arborist consultation with the design team on recommendations for tree protection, tree removal, and design adjustments to preserve high quality trees.
- Review 30% plans in terms of tree protection recommendations.
- Review the Tree Removal and Protection Plan at 90% design to provide comments and notes to the design team.
- Develop a written arborist report for permit applications.

**Deliverables**

The project deliverables will include:

- Tree inventory and assessment spreadsheet. Each tree shall have a unique identifier number and the spreadsheet shall provide a summary total by species.
- General tree location reference map. Identifier numbers and dbh shall be shown for all trees 10" dbh and greater.

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**Task 4 – Geotechnical Investigation**

Consultant will conduct geotechnical field investigations as required for street, subgrade, and underground utility design (excluding efforts for the proposed WWSP pipe project). Consultant will work with the project team to provide data appropriate to the geotechnical aspects of the project and summarize the results of our investigation, analysis, and recommendations in a draft and final report. The following design elements will require geotechnical design elements:

- Sanitary sewer installation at depths of up to 20 feet below ground surface
- Storm sewer installation at depths of up to 8 feet below ground surface
- Signal pole installation at the intersection of Garden Acres, Clutter and Ridder.
- Pavement design for new PCC pavement on Garden Acres
- Pavement design for AC or PCC pavement at the intersection.

**Scope of Geotechnical Services:**

- Review any available as-built documentation and discuss the project with City staff.
- Complete a geological reconnaissance of the project location and vicinity
- Review preliminary alignment and field locate explorations.
- Obtain a right of way permit through the City
- Complete the required utility location through Oregon One Call as well as through our subcontractor.
- Apply for and obtain a Washington County right of way permit for work in the Garden Acres right of way.
- Provide traffic control during field investigation
- Explore subsurface conditions by subsurface explorations as follows:
  - Up to four hollow stem auger borings to a maximum depth of 25 feet below ground surface (or 2 feet below rock refusal) to characterize conditions for sanitary sewer trench construction. Up to two feet of rock coring assumed in each of the explorations. Observe groundwater conditions at the time of explorations.
  - Up to two mud rotary borings to a maximum depth of 25 feet below ground surface (or 2 feet below rock refusal) to characterize conditions for signal pole foundation design. Up to two feet of rock coring assumed in each of the explorations.
  - Up to two hollow stem auger borings to 10 feet below ground surface to characterize conditions for pavement design and storm sewer trench construction.
  - Standard penetration test sampling at 2.5-foot intervals in the top 10 feet and 5-foot intervals below 10 feet.
  - Maintain a detailed log of the explorations and obtain samples of the pavement, base, and subgrade materials encountered.
- Obtain soil samples at select depths in the core explorations and complete laboratory tests on select samples. We estimate up to 22 moisture content tests, up to six fines content tests (particles by dry weight passing the U.S. Standard No. 200 sieve), and up to two Atterberg limits test.
- Analyze traffic loadings based on information to be provided by the design team.

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- Provide pavement structural designs for AC and PCC pavement as required.
- Provide geotechnical engineering construction recommendations for site preparation, structural fill compaction criteria, and wet/dry weather earthwork procedures.
- Provide recommendations regarding excavation conditions and temporary cut slope for utility trenching
- Provide recommendations for materials and construction.
- Attend up to two project meetings as required during design
- Provide a draft and final report summarizing our conclusions and recommendations.

### Assumptions for Geotechnical Services:

- Drilling will be completed on weekdays, between the times of 0900 to 1500 hours
- Subsurface contaminants will not be encountered and testing or investigate for the possible presence of toxic or hazardous materials and petroleum products will not be required.
- The drill cuttings will be collected in sealable steel drums and removed from the site for off-site disposal.
- Coordination with WWSP project manager will not be required

### Deliverables

Task 4 deliverables will include:

- Geotechnical Report including summary of work, plan showing exploration locations, soil logs and soil testing results. Report shall include recommendations for PCC structural sections for the roadway, signal and streetlight pole foundations, retaining walls, if any, and for overexcavation / stabilization of underground utilities, including the WWSP water transmission pipe.

### Task 5 – Stormwater Analysis

Consultant shall prepare a Stormwater Drainage Report in conformance with the City of Wilsonville Public Works Standards – 2015. Stormwater quality shall be in conformance with the 2012 Stormwater Master Plan and the Public Works Standards. Consultant shall make any corrections to the report based on comments by City staff.

### Deliverables

The project deliverables will include:

- Draft and final copies of the Stormwater Drainage Report.

### Task 6 – Environmental Documentation, Permitting and Agency Consultation

#### Task 6.1 – Pre-Permitting Environmental Review

Consultant shall review the general location and project limits, review applicable statutes and regulations, walk the site, and perform the following activities:

- Wetland reconnaissance to confirm jurisdictional wetlands are not present at the site. Prepare report.
- Level 1 Hazardous Materials Report

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### **Professional Services Agreement**

A Level I Hazardous Materials Corridor Study (HMCS) will be completed for the Garden Acres Road Improvements project area in accordance with the "Hazardous Waste Guide for Project Development" (1990) by American Association of State Highway and Transportation Officials (AASHTO) Special Committee on Environment, Archaeology and Historic Preservation, and the "ODOT Hazmat Program Procedures Guidebook," (2010).

The purpose of the Level I HMCS is to review the development history and current use of properties within and adjacent to the project corridor to identify the possible presence of adverse environmental conditions that could be encountered during construction of project improvements. Properties identified adjacent to the work areas that are listed on federal, state, or local environmental records may indicate that contaminant releases from these properties have impacted soil or groundwater within the work area. The Level I HMCS report will summarize the results of the historical research and field reconnaissance. The report will also identify adjacent and nearby properties with potential environmental problems and evaluate whether releases from these sites could have impacted the project area. Although the research completed during a Level I HMCS is generally similar to the ASTM requirements for completing a Phase I Environmental Site Assessment (ESA), due to the specific requirements of a Level I HMCS, the assessment should not be considered compliant with the Phase I ESA ASTM Standard. Based on the proximity to potentially contaminated sites identified during the Level I HMCS, the type of construction and depth of excavation required at the project area, additional investigation may be recommended to evaluate worker safety during construction and to evaluate disposal options for contaminated soil or groundwater encountered during earthwork activities. The specific Level I HMCS scope of work is summarized below

- Review City-provided and readily available geotechnical reports, environmental reports, or other relevant documents pertaining to environmental conditions within the project area.
- Review federal, tribal, state, and local environmental records for listings of known or suspected environmental conditions within the project area and nearby properties using 40 CFR Part 312 and ASTM Practice E 1527-13 as general guidelines.
- Review regulatory agency files for properties in the project area identified in the environmental databases if research indicates that releases of contaminants from these properties are likely to impact construction activities in the project area.
- Review historical aerial photographs, as available and appropriate, to identify development history of properties within the study area relative to the possible use, generation, storage, release, or disposal of hazardous materials.
- Conduct a well search of adjacent properties.
- Conduct a visual reconnaissance of the project area and adjacent properties for visible evidence of possible adverse environmental conditions.

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- Provide a draft and final report summarizing the findings regarding the possible presence of adverse environmental conditions within the project area. Provide recommendations for avoidance, or the potential need for a Level II investigation.

### Deliverables

The project deliverables will include:

- Draft copy for review, and final copy after edits of the reports listed for Task 6.1.

### Task 6.2 – Permitting

Consultant shall perform all environmental field studies, prepare necessary technical memoranda or reports, prepare and submit permit application forms, and coordinate communications with review agencies as needed to 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 status of permit reviews and expected issuance of permits for the proposed Project. Permits include:

- NPDES #1200-C permit

The scope of work for this task specifically assumes that no wetlands exist within the project limits, therefore, no Biological Assessment or wetland mitigation technical support services are needed.

### Deliverables

The project deliverables will include:

- Draft for review, and Final completed permit application(s) with supporting documentation.

### Task 7 – Preliminary Design

#### Task 7.1 – 30% Plans

Consultant shall advance the design of Garden Acres Road, Ridder Road, the Ridder Road/Garden Acres Road intersection, the Day Road/Grahams Ferry Road/Garden Acres Road intersection, the sanitary sewer extensions, the stormwater management system, and facilities for street lighting, fiber optic, telecommunication and signalization to an approximate 30% stage, and create plan views and sections for review by the City and WWSP. The intent of the 30% plans is to identify and resolve conflicts between the various components of this project, and between new construction and existing features such as existing gas lines, overhead power, trees, and driveways. A key component of this task is coordination with WWSP to confirm the alignment and depth of the 66" water line. The Consultant shall show the following items on the 30% plans and sections:

- Facilitate a utility coordination kick-off meeting at the City with the local utility providers.



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- Locations, depths (as applicable) and dimensions (as applicable) of existing infrastructure.
- Proposed locations, depths (as applicable) and dimensions (as applicable) of new infrastructure, including the 66" water line
- Clearances between all (existing and new) underground utilities
- Existing Right of Way
- Proposed Right of Way
- Preliminary/proposed limits of construction
- Preliminary/proposed impacts to private property (e.g., tree and shrub removal, fence or driveway removal/relocation, etc)
- Preliminary / proposed public and private utility relocations (e.g., gas, power, telecom, water, sewer, etc.)
- Existing edge of pavement
- Preliminary / proposed geometry and alignment of Garden Acres Road
- Preliminary / proposed geometry of revised Ridder Road/ Garden Acres Road intersection
- Preliminary / proposed geometry of revised Day Road/Grahams Ferry Road/Gaden Acres Road intersection

Prepare a memorandum documenting the design parameters and the design alternatives considered and selection of a preferred alternative. This is anticipated to include discussion about short term and long term utility services as well as phasing of the roadway improvements through construction of a ¾ street section. A narrative of the Garden Acres/Grahams Ferry/Day Road intersection will be included identifying the know constraints, potential issues and additional information required. Traffic elements will be included in narrative form only.

Prepare a traffic signal warrant analysis at the Garden Acres/Ridder-Clutter Intersection and Garden Acres/Java (future east/west connector roadway between Grahams Ferry Road/Garden Acres Road) intersections including determining storage needs with and without the signal.

It is anticipated that both a ¾ street section and a full street section will be investigated with the preliminary design. One cross section will be selected for inclusion in the development of final plans.

**Task 7.2 Preliminary Design - Support Services**

Consultant shall perform the following services in support of the Preliminary Design effort:

- Prepare and distribute draft exhibits of proposed ROW and easement acquisitions consistent with the 30% Plans.
- Prepare and distribute updated planning level cost estimates for construction of improvements, including the cost of ROW and easement acquisitions.
- Prepare draft specifications Table of Contents and Special Provision list. (Note: Construction Specifications and General Conditions shall be based on ODOT 2015 Standard Specifications, as modified by the Project Special Provisions.)

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- Prepare and distribute materials for, and conduct 30% design review meeting, document review comments and decisions made, and distribute comment resolution spreadsheet.

**Deliverables**

The project deliverables for Task 7 will include:

- 30% Project design plans and reports as stated above.
- Draft right-of-way and easement acquisition exhibits.
- Draft specifications and Special Provisions summary/list.
- 30% design review meeting notes and review comment resolution spreadsheet.

**Task 8 – Acquisition Support Services**

After resolution of preliminary design layout, Consultant will provide the following support services for final Right of Way and easement acquisition documents:

- Prepare separate legal descriptions and Exhibits for each acquisition, prepared according to the format specified by the City Legal Department.
- Coordinate with the City Legal Department and a City hired Right of Way Agent for preparation of appraisals, review appraisals, and offer letters. (Note: Appraisal services and notifications and the offer/acceptance process will be performed by the City or the City's ROW Agent.)
- For the purpose of this scope, we anticipate preparing up to 18 legal descriptions and exhibits.
- Prepare up to 18 property impact maps to depict the impacts to each property associated with the acquisition.
- Prepare a legal description for the existing project right of way for use in the City annexation process.

**Deliverables**

- As specified above.

**Task 9 - Final Design and Bid Documents, 90% and 100% Plans**

After the 30% Design review meeting, and after applicable federal and state permits have been obtained, or as directed by the City Project Manager, Consultant will proceed with Final Design and Bid Document preparation. Depending on the scope of permitting, there may be a delay between Tasks 7 and 9.

**Task 9.1 – 90% Design Plans and Bid Documents**

Consultant will prepare 90% Design Plans that incorporate decisions made at 30% design review, plus any conditions of approval received from federal and state permitting agencies, plus any other design decisions approved by the City. The 90% plan set will include the following minimum sheets, organized in this order:

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- Cover Sheet
- Legend and Construction Notes
- Existing Conditions Plan
- Demolition and Relocation Plan
- Tree Removal and Protection Plan with Notes
- Erosion Control Plan
- Site Plan
- Grading Plan
- Composite Utility Plan
- Franchise Utility Plan
- Street Plans and Profiles
- Street Details, Curb>Returns and Cross-Sections
- Storm Water Plans and Profiles
- Sanitary Sewer Plans and Profiles
- Applicable City of Wilsonville Detail Drawings
- Striping and Signage Plan and Details
- Illumination Plan and Details
- Landscape Plan and Details
- \* Construction Plans for 66" WWSP pipeline, prepared by others

In addition to preparing the above plans, Consultant will prepare the following documents:

- Bid sheet
- Bid Item Descriptions
- Engineer's Estimate of construction cost
- Project Special Provisions (Note: Construction Specifications and General Conditions shall be based on ODOT 2015 Standard Specifications, as modified by the Project Special Provisions. The Project Special Provisions shall clearly document deletions from, additions to, and modifications to the ODOT standard specifications.)
- public open houses to review and provide comment on 90% design plans

**Deliverables**

The Project deliverables will include:

- Engineering plans (90% plans)
- Bid sheet
- Updated engineer's construction cost estimates
- Project Special Provisions

**Task 9.2 –90% Design Review Meeting**

Consultant shall organize, schedule, prepare and distribute materials for, and conduct a 90% design review meeting, document review comments and decisions made, and distribute a comment resolution spreadsheet. This task includes documenting and resolving comments received at the 90% stage public open house identified in Task 1.

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### **Task 9.3 –100% Design Plans and Bid Documents**

Following review of the 90% Design package, Consultant will make any revisions based on comments received from the City and re-submit the 100% Design Plans, Bid Sheet, Project Special Provisions, Bid Item Descriptions, and Engineer's Construction Cost Estimate to the City for inclusion in the Bid Package.

### **Task 9.4 [CONTINGENCY]**

Under this contingency task, Consultant will prepare traffic signal plans if the intersection of Garden Acres/Ridder-Clutter Roads meets the traffic signal warrants as identified in Task 7.1. The following plans will be prepared as part of the 30%, 90% and final plan submittals:

- Garden Acres/Ridder-Clutter Roads Traffic Signal Plan (1"=10')
- Garden Acres/Ridder-Clutter Roads Traffic Signal Detection Plan (1"=20')
- Garden Acres/Ridder-Clutter Roads Traffic Signal Legend (NTS)
- Traffic Signal Detail Sheets- 2 plan sheets

### **Deliverables**

The Project deliverables will include:

- Engineering plans (100% plans), three printed 22"x34" copies and ten 11"x17" copies (stamped by a Professional Engineer registered in the State of Oregon), and electronic Adobe PDF copies
- Bid sheet (in MS Excel format)
- Updated engineer's construction cost estimates (in MS Excel format)
- Project Special Provisions (in MS Word format)
- Plan Sheets, Specifications, and Special Provisions for the WWSP water line, prepared by others.
- Responses to questions from bidders

### **Task 10 – Bid Phase Services**

During the Bid Phase, Consultant shall be available to answer questions from prospective bidders, and prepare Addenda as directed by the City Project Manager. Consultant shall allocate a maximum of 40 hours for mixed technical personnel to support this effort.

### **Task 11 – Construction Phase Service (Contingent Task)**

Construction phase services include Construction Engineering and Management, Construction Surveying, monthly construction meetings, and preparing Record (As-Built) drawings. Construction phase services are intended to assist the City of Wilsonville and WWSP with managing and coordinating construction activities, leading to successful completion of the

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improvements. Day-to-Day construction inspection functions will be performed by City personnel.

**Task 11.1 – Construction Meetings**

Consultant will attend the Project's pre-construction meeting and 1 construction meeting per month, to be scheduled by the City and to be held at Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR. For the purpose of this scope, construction is anticipated to be 12 months.

**Deliverables**

The Project deliverables will include:

- Meeting notes
- Answers to any questions arising from the meetings

**Task 11.2 - Construction Surveying**

Consultant will provide the following construction surveying:

Consultant shall provide quality control construction survey work as directed by the City. A budget of three field days is assumed.

**Task 11.3 –Construction Engineering and Management**

- Consultant shall manage and coordinate the submittal review and approval process, except for submittals associated with the 66" WWSP pipe. Consultant will coordinate receipt of contractor submittals, review submittals and return any submittals needing revision directly to the Contractor. If/when submittals are ready for approval, Consultant shall transmit the submittal to the City Project Manager or Inspector for approval. Approved submittals will be returned directly to the Contractor.
- Consultant will conduct periodic site visits as necessary to determine whether construction activities are consistent with the approved plans and specifications.
- Consultant shall clarify construction plans or specifications upon requests by the City.
- Consultant shall process Requests For Information (RFI's) and respond to requests for clarifications from the contractor, WWSP, or City personnel.
- Consultant shall produce revised plans and details as directed by the City Project Manager based on changes in field conditions, unforeseen conflicts, or changes to the plans authorized by the City Project Manager.
- As requested by the City Project Manager, Consultant shall review Contractor invoices for the appropriateness of the invoice compared to actual completion of bid items.
- As requested by the City Project Manager, Consultant shall review Contractor Change Order Requests for appropriateness compared to approved plans and specifications.
- Consultant shall participate in a full project walk-thru at time of Substantial Completion, and assist the City in preparing the Substantial Completion Punch List.

**Task 11.4 – As-Built Survey and Drawings**

**Exhibit A**  
**Professional Services Agreement**

All elevations on record drawings shall be based on NAVD 88 Datum. Consultant shall prepare a Post-Construction Record of Survey to meet the requirement of ORS 209.155. The Post-Construction Survey will include the location and description of all survey monuments that were disturbed or destroyed during construction, re-setting of destroyed monuments, setting of centerline monuments, newly acquired right-of-way, existing right-of-way where applicable, roadway centerlines, visible utility structures (manholes, curb inlets, water valves, etc.) , invert elevations on storm and sanitary sewer structures, signal poles, mapping of curbs at Point of Tangency and Point of Curvature, and survey control network.

Consultant will perform the following services:

- Survey the 'As-Built' project improvements
- Prepare 'As-Built' plans based on the survey data
- Submit the 'As-Built' plans to the City for review and comment
- Make any necessary changes and submit Mylar 'As-Built' Plans (3-mil thickness) to the City

**Deliverables**

The project deliverables include:

- Post-Construction Record of Survey (including map and narrative) recorded with the Washington County Surveyors Office.
- Mylar copy of 'As-Built' plans
- AutoCAD copy, current version, of 'As-Built' plans
- Digitally signed PDF copy of 'As-Built' plans

EXHIBIT B COST PROPOSAL  
Garden Acres Road (CIP 4201)  
City of Wilsonville

Harper Houf Peterson Righellis Inc.  
CITY OF WILSONVILLE PROJECT NO.  
June 29, 2017

Harper Houf Peterson Righellis, Inc.																		
	Project Manager	Quality Control Engineer	Project Engineer	Soil Engineer	Survey Manager	Project Surveyor	Survey Technician	Survey Crew Chief	Survey Instrument Person	Landscape Architect	Civil Designer	CAD Technician	Graphic Artist	Clerical	HHPR Labor	Expenses	HHPR Subtotal	
	\$180.00	\$180.00	\$165.00	\$145.00	\$165.00	\$145.00	\$105.00	\$115.00	\$75.00	\$125.00	\$120.00	\$100.00	\$120.00	\$85.00				
<b>TASK DESCRIPTIONS</b>																		
<b>Task 1: Project Management</b>																		
1.0 Project Management	148		88										8	30	\$ 41,370.00	\$ -	\$ 41,370.00	
<b>Task 2: Surveying</b>																		
2.1 Project Initial Research and Project Planning						8	10									\$ 2,840.00	\$ -	\$ 2,840.00
2.2 Right-of-Way/Easement Surveying and Property Research					4	40	16	40	40							\$ 15,740.00	\$ 7,200.00	\$ 22,940.00
2.3 Site/Topographic/Design Surveying	4		4		4	16	64	55	56							\$ 21,720.00	\$ -	\$ 21,720.00
2.4 Pre-Construction Surveying					2	16	32									\$ 6,010.00	\$ 600.00	\$ 6,610.00
<b>Task 3: Tree Survey and Evaluation</b>																		
3.0 Tree Survey and Evaluation																\$ -	\$ -	\$ -
<b>Task 4: Geotechnical Investigation</b>																		
4.0 Geotechnical Investigation																\$ -	\$ -	\$ -
<b>Task 5: Stormwater Analysis</b>																		
5.0 Stormwater Analysis	16		24	40										4	\$ 12,950.00	\$ -	\$ 12,950.00	
<b>Task 6: Environmental Documentation, Permitting and Agency Consultation</b>																		
6.1 Pre-Permitting Environmental Review																\$ -	\$ -	\$ -
6.2 Permitting	2		4							24						\$ 3,900.00	\$ -	\$ 3,900.00
<b>Task 7: Preliminary Design</b>																		
7.1 30% Plans	30	8	50							50	50		4		\$ 26,430.00	\$ 75.00	\$ 26,505.00	
7.2 Preliminary Design - Support Services	29		24							24					\$ 10,440.00	\$ 25.00	\$ 10,465.00	
<b>Task 8: Acquisition Support Services</b>																		
8.0 Acquisition Support Services	8					40	88							72	\$ 24,730.00	\$ 50.00	\$ 24,780.00	
<b>Task 9: Final Design and Bid Documents, 90% and 100% Plans</b>																		
9.1 90% Design Plans and Bid Documents	60	12	100	40						50	80	100		4	\$ 61,450.00	\$ 75.00	\$ 61,525.00	
9.2 90% Design Review Meeting	8		8												\$ 2,760.00	\$ 25.00	\$ 2,785.00	
9.3 100% Design Plans and Bid Documents	40	12	60	24						30	60	40		4	\$ 38,030.00	\$ 150.00	\$ 38,180.00	
9.4 Traffic Signal - Garden Acres Road/Clutter (Contingency)															\$ -	\$ -	\$ -	
<b>Task 10: Bid Phase Services</b>																		
10.0 Bid Phase Services	15		24												\$ 6,840.00	\$ -	\$ 6,840.00	
<b>Task 11: Construction Phase Service (Contingency)</b>																		
11.1 Construction Meetings	35														\$ 6,480.00	\$ 220.00	\$ 6,700.00	
11.2 Construction Survey QC						4	16	24	24						\$ 6,820.00	\$ -	\$ 6,820.00	
11.3 Construction Engineering and Management	54		78								24				\$ 25,470.00	\$ 120.00	\$ 25,590.00	
11.4 As-Built Survey and Drawings	8		24		2	20	32	40	40		24	40			\$ 26,470.00	\$ 650.00	\$ 27,120.00	
<b>Total Hours by Staff Type</b>	450	32	468	104	12	144	274	160	160	80	286	302	8	46	\$ 340,450.00	\$ 8,300.00	\$ 348,750.00	
<b>Hourly Rates</b>	\$180.00	\$180.00	\$165.00	\$145.00	\$165.00	\$145.00	\$105.00	\$115.00	\$75.00	\$125.00	\$120.00	\$100.00	\$120.00	\$85.00				
<b>* Subconsultant Subtotals include a 5% markup.</b>	\$1,000.00	\$1,780.00	\$77,720.00	\$16,580.00	\$1,890.00	\$38,880.00	\$28,770.00	\$14,400.00	\$12,000.00	\$15,000.00	\$4,320.00	\$30,700.00	\$980.00	\$1,910.00	\$340,450.00			

**EXHIBIT B COST PROPOSAL**  
**Garden Acres Road (CIP 4201)**  
**City of Wilsonville**

Harper Houf Peterson Righellis Inc.  
 CITY OF WILSONVILLE PROJECT NO.  
 June 29, 2017

DKS Associates									
	Principal	Project Manager	Project Engineer 2	Project Engineer 1	CAD Tech	Admin	DNS Labor	Business	
	\$185.00	\$120.00	\$110.00	\$95.00	\$105.00	\$95.00			DKS Subtotal *
<b>TASK DESCRIPTIONS</b>									
<b>Task 1: Project Management</b>									
1.0 Project Management	2	8				12	\$ 2,470.00	\$ -	\$ 2,594
<b>Task 2: Surveying</b>									
2.1 Project Initial Research and Project Planning							\$ -	\$ -	\$ -
2.2 Right-of-Way/Easement Surveying and Property Research							\$ -	\$ -	\$ -
2.3 Site Topographic Design Surveying							\$ -	\$ -	\$ -
2.4 Pre-Construction Surveying							\$ -	\$ -	\$ -
<b>Task 3: Tree Survey and Evaluation</b>									
3.0 Tree Survey and Evaluation							\$ -	\$ -	\$ -
<b>Task 4: Geotechnical Investigation</b>									
4.0 Geotechnical Investigation							\$ -	\$ -	\$ -
<b>Task 5: Stormwater Analysis</b>									
5.0 Stormwater Analysis							\$ -	\$ -	\$ -
<b>Task 6: Environmental Documentation, Permitting and Agency Consultation</b>									
6.1 Pre-Permitting Environmental Review							\$ -	\$ -	\$ -
6.2 Permitting							\$ -	\$ -	\$ -
<b>Task 7: Preliminary Design</b>									
7.1 30% Plans	11	23	24	55	18		\$ 14,550.00	\$ 1,250.00	\$ 16,590
7.2 Preliminary Design - Support Services		2		6			\$ 1,000.00	\$ -	\$ 1,050
<b>Task 8: Acquisition Support Services</b>									
8.0 Acquisition Support Services							\$ -	\$ -	\$ -
<b>Task 9: Final Design and Bid Documents, 90% and 100% Plans</b>									
9.1 90% Design Plans and Bid Documents	10	38	43	80	72		\$ 26,300.00	\$ 100.00	\$ 27,720
9.2 90% Design Review Meeting	2	2	4				\$ 1,050.00	\$ 50.00	\$ 1,155
9.3 100% Design Plans and Bid Documents	4	12	14	20	20		\$ 7,720.00	\$ 50.00	\$ 8,150
9.4 Traffic Signal - Garden Acres Road/Cluster (Contingency)	10	20	30	40	40		\$ 15,550.00	\$ 50.00	\$ 16,300
<b>Task 10: Bid Phase Services</b>									
10.0 Bid Phase Services	2	4	2	8			\$ 1,830.00	\$ -	\$ 1,922
<b>Task 11: Construction Phase Service (Contingency)</b>									
11.1 Construction Meetings	2	2	2				\$ 830.00	\$ 50.00	\$ 924
11.2 Construction Survey QC							\$ -	\$ -	\$ -
11.3 Construction Engineering and Management	4	16		16	4		\$ 4,600.00	\$ 100.00	\$ 4,935
11.4 As-Built Survey and Drawings	1	4		6	10		\$ 2,285.00	\$ 50.00	\$ 2,452
<b>Total Hours by Staff Type</b>									
	48	131	119	233	164	12	\$ 78,185.00	\$ 1,700.00	\$ 83,879.25
<b>Hourly Rates</b>									
	\$185.00	\$120.00	\$110.00	\$95.00	\$105.00	\$95.00			
	\$8,880.00	\$15,720.00	\$13,090.00	\$22,135.00	\$17,220.00	\$1,140.00	\$78,185.00		

\* Subconsultant Subtotals include a 5% markup.



**EXHIBIT B COST PROPOSAL**  
**Garden Acres Road (CIP 4201)**  
**City of Wilsonville**

Harper Houf Peterson Righellis Inc.  
 CITY OF WILSONVILLE PROJECT NO.  
 June 29, 2017

GeoDesign													
Principal	Senior Associate	Project Manager II	Project Manager I	Technical Specialist I	Staff III	CAD Technician	Senior Project Assistant	Project Assistant	Support Staff	GeoDesign Labor	Expenses		GeoDesign Subtotal*
\$203.00	\$165.00	\$149.00	\$140.00	\$131.00	\$121.00	\$92.00	\$58.00	\$42.00	\$70.00				
<b>Task 1: Project Management</b>													
1.0 Project Management													\$ - \$ - \$ -
<b>Task 2: Surveying</b>													
2.1 Project Initial Research and Project Planning													\$ - \$ - \$ -
2.2 Right-of-Way/Easement Surveying and Property Research													\$ - \$ - \$ -
2.3 Site/Topographic/Design Surveying													\$ - \$ - \$ -
2.4 Pre-Construction Surveying													\$ - \$ - \$ -
<b>Task 3: Tree Survey and Evaluation</b>													
3.0 Tree Survey and Evaluation													\$ - \$ - \$ -
<b>Task 4: Geotechnical Investigation</b>													
4.0 Geotechnical Investigation													3 24 12 32 5 5 3 2 \$ 12,315.00 \$ 13,095.48 \$ 26,681
<b>Task 5: Stormwater Analysis</b>													
5.0 Stormwater Analysis													\$ - \$ - \$ -
<b>Task 6: Environmental Documentation, Permitting and Agency Consultation</b>													
6.1 Pre-Permitting Environmental Review													4 16 40 6 3 2 \$ 8,848.00 \$ 1,165.08 \$ 10,514
6.2 Permitting													\$ - \$ - \$ -
<b>Task 7: Preliminary Design</b>													
7.1 30% Plans													\$ - \$ - \$ -
7.2 Preliminary Design - Support Services													\$ - \$ - \$ -
<b>Task 8: Acquisition Support Services</b>													
8.0 Acquisition Support Services													\$ - \$ - \$ -
<b>Task 9: Final Design and Bid Documents, 90% and 100% Plans</b>													
9.1 90% Design Plans and Bid Documents													\$ - \$ - \$ -
9.2 90% Design Review Meeting													\$ - \$ - \$ -
9.3 100% Design Plans and Bid Documents													\$ - \$ - \$ -
9.4 Traffic Signal - Garden Acres Road/Chuter (Contingency)													\$ - \$ - \$ -
<b>Task 10: Bid Phase Services</b>													
10.0 Bid Phase Services													\$ 560.00 \$ - \$ 565
<b>Task 11: Construction Phase Service (Contingency)</b>													
11.1 Construction Meetings													\$ - \$ - \$ -
11.2 Construction Survey QC													\$ - \$ - \$ -
11.3 Construction Engineering and Management													\$ - \$ - \$ -
11.4 As-Built Survey and Drawings													\$ - \$ - \$ -

Total Hours by Staff Type 7 24 12 20 32 40 11 8 3 4 \$ 21,723.00 \$14,200.56 \$ 37,782.74

Hourly Rates \$203.00 \$165.00 \$149.00 \$140.00 \$131.00 \$121.00 \$92.00 \$58.00 \$42.00 \$70.00

\* Subconsultant Subtotals include a 5% markup.

\$1,421.00 \$4,640.00 \$1,788.00 \$2,800.00 \$4,192.00 \$4,840.00 \$1,012.00 \$704.00 \$248.00 \$180.00 \$21,723.00

**EXHIBIT B COST PROPOSAL**  
**Garden Acres Road (CIP 4201)**  
**City of Wilsonville**

**Harper Houf Peterson Righellis Inc.**  
**CITY OF WILSONVILLE PROJECT NO.**  
**June 29, 2017**

Pacific Habitat Services						
Principal	Wetland Scientist 2	Wetland Scientist 1	Biologist Specialist	Technical Editor/Admin	Pacific Habitat Labor	Expenses
\$145.00	\$106.00	\$101.00	\$50.00	\$70.00		
						Pacific Habitat Subtotal*

TASK DESCRIPTIONS						
<b>Task 1: Project Management</b>						
1.0 Project Management					\$ -	\$ -
<b>Task 2: Surveying</b>						
2.1 Project Initial Research and Project Planning					\$ -	\$ -
2.2 Right-of-Way/Exemest Surveying and Property Research					\$ -	\$ -
2.3 Site Topographic/Design Surveying					\$ -	\$ -
2.4 Pre-Construction Surveying					\$ -	\$ -
<b>Task 3: Tree Survey and Evaluation</b>						
3.0 Tree Survey and Evaluation					\$ -	\$ -
<b>Task 4: Geotechnical Investigation</b>						
4.0 Geotechnical Investigation					\$ -	\$ -
<b>Task 5: Stormwater Analysis</b>						
5.0 Stormwater Analysis					\$ -	\$ -
<b>Task 6: Environmental Documentation, Permitting and Agency Consultation</b>						
6.1 Pre-Permitting Environmental Review	2	20	16	4	2	\$ 4,485.00
6.2 Permitting						\$ 150.00
<b>Task 7: Preliminary Design</b>						
7.1 30% Plans						\$ -
7.2 Preliminary Design - Support Services						\$ -
<b>Task 8: Acquisition Support Services</b>						
8.0 Acquisition Support Services						\$ -
<b>Task 9: Final Design and Bid Documents, 80% and 100% Plans</b>						
9.1 80% Design Plans and Bid Documents						\$ -
9.2 80% Design Review Meeting						\$ -
9.3 100% Design Plans and Bid Documents						\$ -
9.4 Traffic Signal - Garden Acres Road/Clutter (Contingency)						\$ -
<b>Task 10: Bid Phase Services</b>						
10.0 Bid Phase Services						\$ -
<b>Task 11: Construction Phase Service (Contingency)</b>						
11.1 Construction Meetings						\$ -
11.2 Construction Survey QC						\$ -
11.3 Construction Engineering and Management						\$ -
11.4 As-Built Survey and Drawings						\$ -

Total Hours by Staff Type	2	20	16	4	2	\$ 4,485.00	\$ 150.00	\$4,635.00
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Hourly Rates	\$145.00	\$106.00	\$101.00	\$50.00	\$70.00		
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\* Subconsultant Subtotals include a 5% markup.

	\$290.00	\$2,120.00	\$1,616.00	\$200.00	\$140.00	\$2,870.00	
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EXHIBIT B COST PROPOSAL  
 Garden Acres Road (CIP 4201)  
 City of Wilsonville

Harper Houf Peterson Righellis Inc.  
 CITY OF WILSONVILLE PROJECT NO.  
 June 29, 2017

TASK DESCRIPTIONS	Morgan Holen & Associates			Morgan Holen SubTotal*	TOTAL PER TASK
	Consulting/Alborit	Morgan Holen Labor	Expenses		
<b>Task 1: Project Management</b>					
1.0 Project Management	8	\$ 1,200.00	\$ 20.00	\$ 1,281	\$ 45,244.50
<b>Task 2: Surveying</b>					
2.1 Project Initial Research and Project Planning		\$ -	\$ -	\$ -	\$ 2,840.00
2.2 Right-of-Way/Easement Surveying and Property Research		\$ -	\$ -	\$ -	\$ 22,940.00
2.3 Site/Topographic/Design Surveying		\$ -	\$ -	\$ -	\$ 21,720.00
2.4 Pre-Construction Surveying		\$ -	\$ -	\$ -	\$ 6,610.00
<b>Task 3: Tree Survey and Evaluation</b>					
3.0 Tree Survey and Evaluation	40	\$ 6,000.00	\$ 60.00	\$ 6,363	\$ 6,363.00
<b>Task 4: Geotechnical Investigation</b>					
4.0 Geotechnical Investigation		\$ -	\$ -	\$ -	\$ 26,681.00
<b>Task 5: Stormwater Analysis</b>					
5.0 Stormwater Analysis		\$ -	\$ -	\$ -	\$ 12,850.00
<b>Task 6: Environmental Documentation, Permitting and Agency Consultation</b>					
6.1 Pre-Permitting Environmental Review		\$ -	\$ -	\$ -	\$ 15,281.53
6.2 Permitting		\$ -	\$ -	\$ -	\$ 3,900.00
<b>Task 7: Preliminary Design</b>					
7.1 30% Plans		\$ -	\$ -	\$ -	\$ 43,025.00
7.2 Preliminary Design - Support Services		\$ -	\$ -	\$ -	\$ 11,515.00
<b>Task 8: Acquisition Support Services</b>					
8.0 Acquisition Support Services		\$ -	\$ -	\$ -	\$ 24,780.00
<b>Task 9: Final Design and Bid Documents, 90% and 100% Plans</b>					
9.1 90% Design Plans and Bid Documents		\$ -	\$ -	\$ -	\$ 89,245.00
9.2 90% Design Review Meeting		\$ -	\$ -	\$ -	\$ 3,940.00
9.3 100% Design Plans and Bid Documents		\$ -	\$ -	\$ -	\$ 49,338.50
9.4 Traffic Signal - Garden Acres Road/Cutter (Contingency)		\$ -	\$ -	\$ -	\$ 16,380.00
<b>Task 10: Bid Phase Services</b>					
10.0 Bid Phase Services		\$ -	\$ -	\$ -	\$ 9,349.50
<b>Task 11: Construction Phase Service (Contingency)</b>					
11.1 Construction Meetings		\$ -	\$ -	\$ -	\$ 7,824.00
11.2 Construction Survey QC		\$ -	\$ -	\$ -	\$ 6,820.00
11.3 Construction Engineering and Management		\$ -	\$ -	\$ -	\$ 30,525.00
11.4 As-Built Survey and Drawings		\$ -	\$ -	\$ -	\$ 29,771.75
<b>Total Hours by Staff Type</b>	48	\$ 7,200.00	\$ 80.00	\$ 7,644.00	\$ 484,043.79

Hourly Rates \$150.00

\* Subconsultant Subtotals include a 5% markup.

\$7,200.00 \$7,200.00