



## CITY COUNCIL AGENDA

February 06, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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### **PARTICIPANTS MAY ATTEND THE MEETING AT:**

City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon

YouTube: <https://youtube.com/c/cityofwilsonvilleor>

Zoom: <https://us02web.zoom.us/j/81536056468>

### **TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:**

Register with the City Recorder:

[CityRecorder@ci.wilsonville.or.us](mailto:CityRecorder@ci.wilsonville.or.us) or 503-570-1506

Individuals may submit comments online at: <https://www.ci.wilsonville.or.us/SpeakerCard>,  
via email to the address above, or may mail written comments to:

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

### **CITY COUNCIL MISSION STATEMENT**

*To protect and enhance Wilsonville's livability by providing quality service to ensure a safe, attractive, economically vital community while preserving our natural environment and heritage.*

### **EXECUTIVE SESSION [5:00 PM]**

ORS 192.660(2)(e) Real Property Transactions

ORS 192.660(2)(h) Legal Counsel/Litigation

### **ADJOURN [5:45 PM]**

*Break to switch Zoom accounts [5 min.]*

### **REVIEW OF AGENDA AND ITEMS ON CONSENT [5:50 PM]**

### **COUNCILORS' CONCERNS [5:55 PM]**

### **PRE-COUNCIL WORK SESSION [6:00 PM]**

A. Economic Development Overview (*Lorenzen*) [25 min.]

B. [Frog Pond East and South Master Plan Development Code \(\*Pauly\*\) \[30 min.\]](#)

### **ADJOURN [6:55 PM]**

## **CITY COUNCIL MEETING**

*The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, February 6, 2023 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on January 17, 2023. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.*

### **CALL TO ORDER [7:00 PM]**

1. Roll Call
2. Pledge of Allegiance
3. Motion to approve the following order of the agenda.

### **MAYOR'S BUSINESS [7:05 PM]**

4. [Upcoming Meetings](#)
5. [Boards/Commissions Appointments](#)

### **COMMUNICATIONS [7:20 PM]**

6. Behavioral Health Unit Mental Health Clinician Introduction (*Wurpes/Evans*)
7. Boeckman Road Corridor Project Update (*Barrett*)

### **CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:50 PM]**

*This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.*

8.

### **COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [8:00 PM]**

9. Council President Akervall
10. Councilor Linville
11. Councilor Berry
12. Councilor Dunwell

### **CONSENT AGENDA [8:20 PM]**

**City Council  
February 06, 2023**



13. [Resolution No. 2997](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into An Amendment To The Development Agreement With Taylor Morrison Northwest, LLC Regarding The Completion Of Improvements Associated With Regional Park 5. \(Pepper\)](#)

14. [Resolution No. 3008](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Consor North America, Inc. To Provide Engineering Consulting Services For The West Side Level B Reservoir And 24-Inch Transmission Main Project \(Capital Improvement Project #1149\). \(Nacrelli\)](#)

15. [Resolution No. 3018](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Century West Engineering For Engineering Consulting Services For The 2023 Street Maintenance Project \(Capital Improvement Project No. 4014\). \(Barrett\)](#)

16. [Resolution No. 3038](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Goods And Services Agreement With Absco Solutions For The For Security And Access Controls For The Public Works Complex \(CIP # 8113\). \(Montalvo\)](#)

17. [Minutes of the January 19, 2023 City Council Meeting. \(Veliz\)](#)

**NEW BUSINESS [8:25 PM]**

**CONTINUING BUSINESS [8:25 PM]**

**PUBLIC HEARING [8:25 PM]**

**CITY MANAGER'S BUSINESS [8:25 PM]**

**LEGAL BUSINESS [8:30 PM]**

**ADJOURN [8:35 PM]**

*Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The City will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting the City Recorder at 503-570-1506 or [CityRecorder@ci.wilsonville.or.us](mailto:CityRecorder@ci.wilsonville.or.us): assistive listening devices (ALD), sign language interpreter, and/or bilingual interpreter. Those who need accessibility assistance can contact the City by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication. Habrá intérpretes disponibles para aquellas personas que no hablan Inglés, previo acuerdo. Comuníquese al 503-570-1506.*



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 6, 2023		<b>Subject:</b> Frog Pond East and South Master Plan Development Code	
		<b>Staff Member:</b> Daniel Pauly, Planning Manager	
		<b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> The Planning Commission held a work session on the same topic at their January 11, 2023 meeting and their feedback is included in the attachments.	
<b>Staff Recommendation:</b> Provide requested input on draft Development Code amendments for Frog Pond East and South Implementation.			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand home ownership	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond East and South Master Plan	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL

An important next step in realizing the vision of the Frog Pond East and South Master Plan is to write implementing Development Code amendments. This work session will be the first in a series of work sessions for the Council to provide input and guidance as the project team and Planning Commission work through the details of these Development Code amendments.

## EXECUTIVE SUMMARY:

In late 2022, the City Council, on recommendation from the Planning Commission, adopted the Frog Pond East and South Master Plan. The Master Plan identifies the types and locations of the homes, commercial development, parks, open spaces, streets, trails, and infrastructure to be built over the next 10-20 years in an area on the east side of Wilsonville added to the Metro Urban Growth Boundary in 2018. The Master Plan focuses on providing for the community's future housing needs, including providing diverse housing opportunities.

The Master Plan provides clear policy direction and guidance for future development in Frog Pond East and South. However, an important implementation step is to develop a detailed set of Development Code standards consistent with the Master Plan. These standards will be relied on by developers to plan and design development. These standards will also be relied on by City staff and review boards to ensure development meets City expectations.

This work session is the first in a series of three anticipated work sessions for the City Council to review and guide the drafting of these Development Code amendments. The first two work sessions will focus on specific portions or sets of the draft amendments with the final work session providing an opportunity to review the draft amendments all together. As further explained below, the project team has prepared a number of attachments to assist the City Council in reviewing the first set of draft Development Code amendments during this first work session.

Attachment 1 includes, for easy reference, excerpts from the Frog Pond East and South Master Plan that give specific direction for implementing Development Code. This directive language can be summarized and grouped as follows:

- Ensuring a variety of housing and encouraging specific housing types to be built;
- Creating design standards to implement the Type 1, Type 2, and Type 3 Urban Design Types mapped in the Master Plan and otherwise guide quality, cohesive development;
- Setting the design standards for sub-districts within the neighborhoods; and
- Establishing standards for the Brisband Main Street.

Attachment 2 contains the first set of draft Development Code amendments, arranged by topic. For each draft code amendment, the document also contains the following supporting information:

- **Intent:** A description of what the draft code amendment is trying to accomplish, including any reference to related Master Plan implementation language.
- **Explanation:** An explanation of how the draft code amendment was developed. As applicable, this includes reference to background and reference information in the packet.
- **Code Reference:** This includes where the draft code amendment would go in the Development Code. It specifies if it is a new Section or Subsection or amendment to an existing section.
- **Planning Commission Input:** This summarizes the input received from the Planning Commission during their January 11 work session.

For the Council's reference, Attachment 3 is a copy of the current Wilsonville Code Section 4.127, Residential Neighborhood Zone, where a majority of the code amendments are proposed. Also included, as Attachment 4, are excerpts from Section 4.113, Residential Development in Any Zone.

Staff invites the City Council to review the input from the Planning Commission along with the draft code amendments and supporting information. Following their review, Staff seeks Council's input on whether they concur with the input and direction from Planning Commission or would offer different or additional direction on the proposed Development Code amendments.

**EXPECTED RESULTS:**

Feedback from meeting will guide completion of a package of Development Code amendments for adoption in the coming months.

**TIMELINE:**

Three work sessions are planned for the City Council (February, April, and May) with a potential fourth, if needed, in June. Staff anticipates Council adoption of a final package of Development Code amendments in July.

**CURRENT YEAR BUDGET IMPACTS:**

The Development Code implementation work is funded with remaining funds from the \$350,000 Metro grant for the Frog Pond East and South Master Plan and matching City funds in the form of staff time. \$311,000 total is budgeted in FY 22/23 including the adoption of the Master Plan and follow up implementation, including this Development Code work and the infrastructure funding implementation work.

**COMMUNITY INVOLVEMENT PROCESS:**

During this implementation phase the primary focus is on honoring past input. However, as needed, the project team will engage key stakeholders for input on draft Development Code amendments.

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

Realization of the policy objectives set out in the Frog Pond East and South Master Plan to create Wilsonville's next great neighborhoods. This includes furthering of the City's Equitable Housing Strategic Plan and Council's goal of affordable home ownership.

**ALTERNATIVES:**

The project team prepared draft amendments to help implement the Frog Pond East and South Master Plan. A number of alternative amendments can be considered to meet the same intent.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Excerpts from Frog Pond East and South Master Plan related to Development Code Implementation
2. Draft Development Code Amendments with Supporting Information (January 13, 2023)
3. Wilsonville Development Code Section 4.127, Residential Neighborhood Zone
4. Excerpts of Wilsonville Development Code Section 4.113, Residential Development in Any Zone



# FROG POND EAST & SOUTH MASTER PLAN



A VISION AND IMPLEMENTATION PLAN FOR TWO NEW  
NEIGHBORHOODS IN EAST WILSONVILLE



ADOPTED BY WILSONVILLE CITY COUNCIL  
ORDINANCE NO. 870

DECEMBER 19 2022





## SUBDISTRICTS

Figure 14 shows the concept of “subdistricts” within Frog Pond East and South. The subdistricts are intended as “neighborhoods within neighborhoods” – areas with cohesive building form, public realm features, and other characteristics that give them identity. There are ten subdistricts planned for Frog Pond East and South. Each will have a “green focal point” that is central in the subdistrict and/or aligned with a key feature such as a tree grove. The focal points, together with the neighborhood destinations, will provide many community gathering places in Frog Pond East and South.





Figure 14. Diagram of Conceptual Subdistricts

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## IMPLEMENTING THE DESIGN CONCEPTS

The design concepts discussed above are the foundation of the Master Plan's intent to create a strong sense of place and identity in Frog Pond East and South. The Master Plan's Land Use and Urban Form Plan is shown on Figure 15. The following section summarizes how the Master Plan's key features and intended outcomes implement the design concepts. Additional descriptions are provided in the Land Use and Public Realm chapters of this report.

## NEIGHBORHOOD DESTINATIONS WITHIN FROG POND EAST AND SOUTH

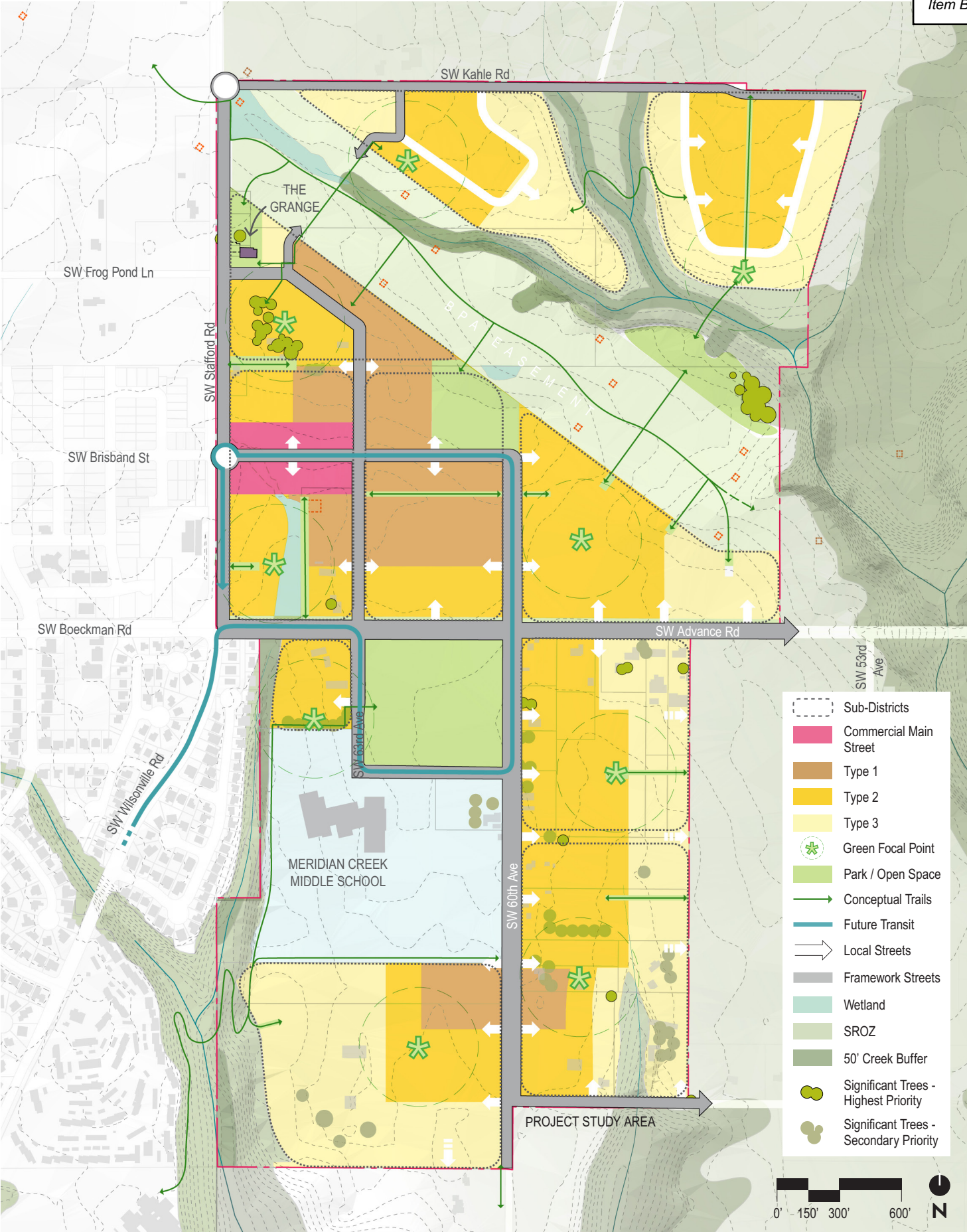
- Park/gathering space at the Frog Pond Grange
- A Future Frog Pond East Neighborhood Park
- The SW Brisband Main Street as a neighborhood-scale commercial and mixed-use center
- The Frog Pond South Community Park
- Meridian Creek Middle School
- "Green focal points" within each subdistrict
- Meridian Creek and Newland Creek natural areas
- Significant tree groves





Figure 15. Land Use and Urban Form Plan

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## FORM BASED DESIGN AND TRANSECT

- More compact housing is in “Type 1” urban form areas (see Chapter 6 for more description of the urban form types)
- Adjacent areas are less compact and result in a transect or transition to even less compact housing form
- The East Neighborhood has its Type 1 housing in the central area adjacent to the Brisband Main Street, future Frog Pond East Neighborhood Park and BPA Easement
- The South Neighborhood has a small node of Type 1 housing located south of the Meridian Middle School property.
- In both neighborhoods, Type 2 and 3 housing form “feathers out” from the Type 1 areas.

## A WIDE VARIETY OF HOUSING CHOICES

- Opportunities for a wide spectrum of housing choices: townhomes, quadplexes, tri-plexes, duplexes, cottage clusters, cottage developments, small-lot detached homes, medium and larger lot detached homes, accessory dwelling units, apartments/condos, tiny homes and co-housing
- Requirements for a mix of housing choices in each subdistrict
- Housing capacity for an estimated minimum of 1587 dwellings (See Chapter 6 for housing and land use metrics)





## RESIDENTIAL LAND USE AND URBAN FORM

### KEY OUTCOMES

The Land Use and Urban Form Plan includes residential areas intended to create three key outcomes:

- **A variety of housing choices** throughout the East and South Neighborhoods
- **Opportunities for affordable housing choices** integrated into the neighborhoods
- A planned “**transect**” of housing form in order to create a cohesive neighborhood that maximizes the amenities available to residents while creating an urban form sensitive to the local context.

### VARIETY THROUGHOUT

The Master Plan creates opportunities for a wide variety of housing choices in each neighborhood and subdistrict. This concept focuses on mixing and integrating different housing choices throughout each subdistrict and block rather than having separate areas for separate types of housing units.

The plan defines and maps three types of urban form for housing – Types 1, 2, and 3 – that define the look and feel of the different subdistricts within the neighborhoods. The focus of this typology is urban form: the bulk, height and spacing of buildings. Each urban form type allows for a full array of housing choices.

For example, a detached home may exist in any of the urban form types, but for Type 1 it would have a smaller footprint and, be closer to adjoining homes, and for Type 3 it would have a larger footprint and be farther apart from adjoining homes. Building height will also tend to be taller where Type 1 is designated with height trending down in areas with Type 2 and Type 3 building form. A multi-family building also may exist in any of the urban forms, but for Type 1 the building would be taller and wider with more units per building and closer to adjoining buildings. For Type 3, a multi-family building would be shorter and smaller (similar to the size of a larger single-family home) with fewer units per building, and buildings would be further apart, likely interspersed with single-family homes.



# LAND USE

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## TYPE 1 RESIDENTIAL URBAN FORM

Type 1 residential urban form is the most compact and urban of the three forms:

- Buildings 2-4 stories tall close to the street
- Buildings are closely spaced from each other
- Townhouse, condo/apartment buildings, and similar are not limited in width allowing larger buildings that may even occupy an entire block face
- Lot area per building for detached homes will be small with less yard space than in Type 2 and Type 3
- Townhouses, closely spaced detached homes, and multi-family buildings are expected to be common housing choices provided; cottages or similar small-unit housing is also likely to be built







## TYPE 2 RESIDENTIAL URBAN FORM

Type 2 residential urban form is less compact than Type 1 but more compact than Type 3:

- Buildings are intended to be 2 stories, with 3 stories allowed under applicable State law for certain housing categories
- Moderate setbacks from the street
- Building separation is generally 10 feet,
- Building width is moderately limited, to maintain a building bulk consistent among multi-family, middle housing, and single-family detached housing choices
- Detached home lot size is approximately double that of Type 1 allowing for larger home footprints and larger yards than Type 1
- Small to medium sized single-family detached homes and townhouses are expected to be common housing choices, with duplexes, triplexes, quadplexes, cottage clusters, and smaller multi-family buildings also likely to be built.





## TYPE 3 RESIDENTIAL URBAN FORM

Type 3 is the least compact residential urban form, characteristics include:

- Buildings primarily 1-2 stories in height, with 3 stories allowed for certain housing categories consistent with applicable State law
- Buildings are set back from the street
- Width of buildings is limited to create smaller buildings, which limits the number of units in multifamily or middle housing structures
- Building separation generally more than 10 feet
- Lot size for detached single-family homes generally 1.5 times that of Type 2 and 3 times that of Type 1, allowing for larger homes and yards
- Medium to large single-family detached homes along with smaller townhouse and duplex buildings are expected to be common housing choices, cottage clusters would be well-suited to this Type, and triplexes, quadplexes, and small multi-family buildings may also be built







## GREEN FOCAL POINTS

In addition to the planned Community Park in Frog Pond South and the Neighborhood Park in Frog Pond East, several “green focal points” are identified in central locations within each walkable subdistrict of the planning area. These are flexible in location and size but are intended to serve as central neighborhood destinations or gathering places that contribute to neighborhood character and identity. In addition to being centrally located, these focal points will be integrated into the neighborhood with front doors facing them, where possible, and provide clear and inviting access for public use.

Many different kinds of uses and activities are envisioned for the green focal points. Examples include community garden plots, small playgrounds or splash pads, nature play areas, pocket parks or plazas, and central green courtyards within housing developments. These smaller open spaces also provide opportunities to preserve mature and significant trees and provide visible stormwater treatment.







# IMPLEMENTATION

## IMPLEMENTATION MEASURE 4.1.7.D

Implementation of the Frog Pond East & South Master Plan will include the following:

1. Designation and mapping of subdistricts. Subdistricts are smaller geographic areas within each neighborhood where specific regulations may be applied to implement the Master Plan.
2. Clear and objective Development Code standards that:
  - a. Set minimum number of units at the subdistrict or tax lot level.
  - b. Establish height, setback and other development standards for the Type 1, Type 2, and Type 3 Urban Forms described and mapped in the Frog Pond East & South Master Plan.
  - c. Require a variety of housing and include minimum and maximum amounts of specific housing types at the subdistrict or tax lot level.
  - d. Require middle housing.
3. Zoning provisions that provide an alternative path of discretionary review to provide flexibility for development while still achieving the intent of the Master Plan and Development Code.
  - a. The alternative path will include criteria to guide flexibility from the clear and objective height, setback, and other similar development standards for buildings in specific urban design contexts.
4. Define categories of housing for use in implementing housing variety standards.
5. Coordination with the owners of the Frog Pond Grange to coordinate and support continued use and development of the Grange as a community destination. Any future public ownership or use of the Grange building is dependent on future funding not yet identified.
6. Coordination with the Bonneville Power Administration (BPA) on land use and development within their easement in the East Neighborhood.
7. A future study of design options for the creek crossings shown on the Park and Open Space plan in this Master Plan. This work will address potential structured crossings.
8. The City may initiate a Main Street study to evaluate specific designs and implementation for the SW Brisband Main Street.
9. Special provisions will be in place for design of both the public realm and private development along the east side of SW Stafford Road and SW Advance Road and surrounding the East Neighborhood Park.



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## ZONING IMPLEMENTATION

### ZONING MAP AMENDMENTS AND IMPLEMENTATION

Table 7 lists the zone districts that will implement each of the Comprehensive Plan designations identified within the planning area.

**Table 7. Implementing Zoning Designations**

COMPREHENSIVE PLAN DESIGNATION	IMPLEMENTING ZONE
<b>Residential Neighborhood</b>	Residential Neighborhood (RN)
<b>Commercial</b>	Planned Development Commercial (PDC)
<b>Public</b>	Public Facilities (PF)
<b>All, where applicable</b>	Significant Resource Overlay Zone (SROZ)

Zoning will be applied concurrent with the annexation and development review process for individual properties.

### CODING FOR VARIETY AND PRIORITY HOUSING TYPES

Providing a variety of housing types, and particular housing types, throughout the East and South neighborhoods are important intended outcomes for the Master Plan. There are many examples of how variety and specific housing is designed and delivered in master planned communities such as Northwest Crossing in Bend and like Villebois here in Wilsonville. In those communities, a master developer defines and maps the planned housing types at a very site-specific level such as individual lots or blocks. Master planned communities can also implement specific and strategic phasing of infrastructure and housing types.

The Frog Pond East & South Master Plan aspires to have the detailed variety of a master planned community like Villebois even though it does not have the oversight of a single master developer. There is an opportunity to require and encourage housing that is a priority for the City. Examples include: home ownership opportunities for households of modest income (80-120% of AMI), middle housing units, dwellings that provide for ground floor living (full kitchen, bath and master bedroom on the main floor), and dwellings that provide for ADA<sup>3</sup> accessibility.

The standards for Frog Pond's housing variety will also recognize and accommodate several development realities:

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3 Americans with Disabilities Act (1990).



# IMPLEMENTATION

- The neighborhoods will develop incrementally. There may be several larger projects where a developer prepares a coordinated plan for relatively large areas (e.g. 20+ acres). However, there will also be many smaller developments that will occur by different developers, on varied parcel sizes, and at different points of time. The code's variety standards must work for the likely range of differently scaled projects.
- Flexibility will be needed for evolving market and housing needs over time, including to reflect the City's future Housing Needs Analyses and Housing Production Strategies..
- All standards that address housing must be clear and objective. A discretionary review path can be provided as an alternative to provide additional flexibility.

Below is a list of potential strategies for requiring variety throughout Frog Pond East and South. These show the intent of the implementing standards and are subject to refinement or change as the development code is prepared.

### ***Strategy 1: Permit a wide variety of housing types.***

Amend the RN Zone to allow the following types in Frog Pond East and South:

- Single-Family Dwelling Units<sup>4</sup>
- Townhouses
- Duplex, Triplex, and Quadplex
- Cluster Housing
- Multiple-Family Dwelling Units
- Cohousing
- Manufactured Dwellings<sup>5</sup>
- Accessory Dwelling Units

### ***Strategy 2: Define "categories" of housing units to be used for implementing variety standards.***

Each category would provide a range of housing units to choose from when meeting the variety standards. The categories will be based on the policy objectives of the Council for equitable housing opportunities. They will also include specific housing types desired by the City (e.g. accessory dwelling units). The categories will be defined as part of the development code.

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4 Tiny homes are included in this use type

5 Manufactured dwellings are subject to the definitions and requirements of ORS 443.



### ***Strategy 3: Establish minimum dwelling unit requirements***

Establish the minimum number of dwelling units required in each subdistrict (or on each pre-existing tax lot). The minimum number of required dwellings will help ensure the provision of attached housing forms.

Minimum number of dwelling unit requirements helps ensure variety by preventing a lower production of units than anticipated by the Master Plan. The unit count anticipated in the Master Plan assumes a variety of housing and meeting the minimum is not anticipated to be met without provision of a variety of housing.

*Note: The housing capacity estimates prepared for the Master Plan could be used as the basis for the minimums.*

### ***Strategy 4: Create development standards for lots and structures that regulate built form according to the mapped Type 1, Type 2, and Type 3 urban form typologies.***

This strategy uses form-based standards to create the transect of most compact urban form in Type 1 areas to least compact urban form in Type 3 areas. For each of the Urban form types, define standards for:

- Minimum lot size
- Minimum lot width/street frontage
- Maximum height setbacks for front, side, and rear yards, and garages
- Minimum building spacing
- Maximum lot coverage
- Maximum building width

### ***Strategy 5: Establish minimum housing variety standards by subdistrict and development area.***

For each subdistrict (or existing tax lots within subdistricts), define:

- The minimum number of categories required. This standard ensures variety at the subdistrict or tax lot level.
- The maximum percent of net development area for a category. This standard ensures no single category dominates a subdistrict.
- The minimum percent of net development area for categories that represent more affordable and/or accessible housing choices not traditionally provided by the private market and meeting City housing objectives..

### ***Strategy 6: Encourage variety at the block level***



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Housing variety on the block level prevents segregation of housing types that often subsequently segregates populations by economic status. Code provisions, likely incentives but potentially requirements, related to the percent of net area of blocks by housing category will help ensure a fine grained variety of housing type and integration of lower cost housing.

## CODING FOR MAIN STREET

The Brisband Main Street received very strong support in open houses, focus groups, tabling events and surveys for the Master Plan. Community members were excited that Main Street could become a walkable and attractive destination with restaurants, shops and services.

Wilsonville has existing and future models of the type of pedestrian-oriented commercial center envisioned for the Frog Pond's Main Street. The village center in Villebois is an anchor point for that community with its well-designed public realm, higher density housing, mixed-use, and strong connections to the adjacent neighborhoods. Wilsonville's Town Center Main Street is a central element of the Town Center Plan and will include attractive streetscapes, mixed-use buildings, and three-to-four story building form.

To achieve the vision for the Brisband Main Street, the following design and development strategies for the Brisband Main Street will be implemented:

- Permit neighborhood-scale retail, services, mixed-use, multi-family residential
- Prohibit drive-through uses and facilities
- Adopt development standards such as:
  - › Shallow setbacks to bring buildings close to Main Street's sidewalks
  - › Up to 4-story building height

*"The overall vision for the neighborhood commercial center is that it is a place that provides local goods and services within easy access of the local neighborhoods, has a high quality and pedestrian-oriented design, and serves as a gathering place for the community. Due to its small scale and local orientation, it will not compete with other commercial areas in Wilsonville."*

*— Frog Pond Area Plan*





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- › Tall ground floors to emphasize storefront character
- › Building frontages that occupy a high percentage of the block faces along Main Street
- Adopt design standards such as:
  - › Primary entrances oriented to Brisband or its intersections
  - › Front setback areas designed for pedestrian use
  - › Parking to the sides or rears of buildings
  - › Small plazas designed as an accessible amenity
  - › Weather protection (awnings and/or canopies) along sidewalks
  - › Building articulation, fenestration, and materials that make Main Street an attractive place and contribute to the vitality of the street environment

The City may initiate a design study for Main Street to evaluate detailed public realm improvements and coordinate them with private development.



**Frog Pond East and South Implementation**

**Draft Development Code Amendments for February 2023  
Work Session**

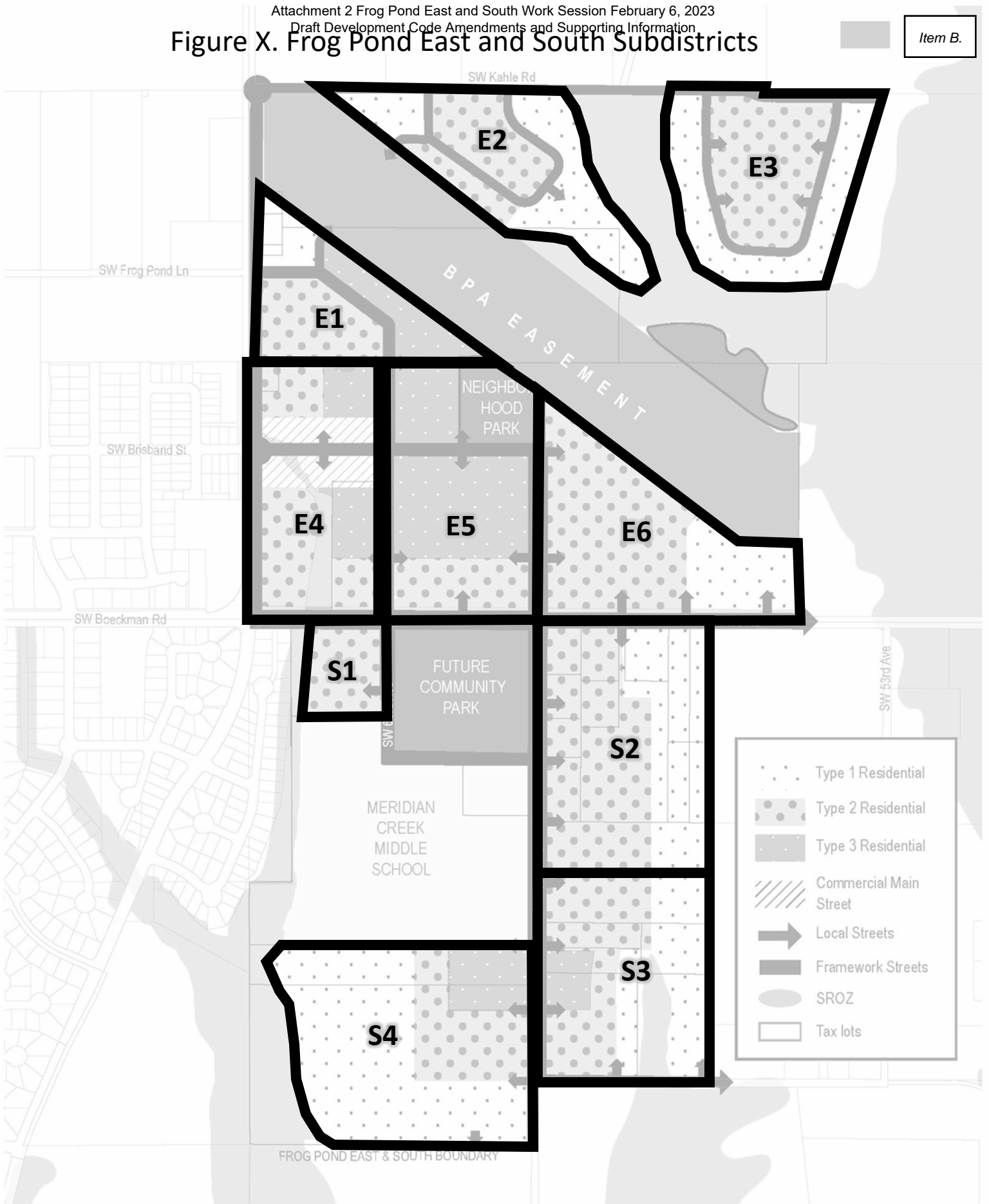
**1. Designation of Subdistricts**

- **Intent:** To clearly designate subdistrict boundaries based on existing property lines consistent with the subdistricts shown in the Master Plan.
- **Explanation:** Put the subdistricts map in the zoning Code, so there is no need to reference Master Plan.
- **Code Reference:** Add to Subsection 4.127 (.05) *Residential Neighborhood Zone Sub-districts*.
- **Planning Commission Input:** The Planning Commission expressed that the proposed map is consistent with Master Plan.
- **Draft Code Amendment:** See map on next page - - >



# Figure X. Frog Pond East and South Subdistricts

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## **2. Minimum number of units for subdistricts and tax lots**

- **Intent:** Establish minimum unit count for consistency with the Master Plan. Minimum unit count provides needed certainty for infrastructure planning ensuring sufficient units to help pay for planned infrastructure. While other standards will be primary drivers of variety, the minimum unit count helps encourages housing variety as meeting unit count minimums would require some housing variety. Minimums also achieve compliance with Metro standards and State metropolitan housing rules. See Strategy 3 on page 111 of the Master Plan.
- **Explanation:** Presented in table format, establishes minimum unit numbers, consistent with calculation of property capacity based on expected unit types for each urban form type reflected in the Master Plan appendix. Where an entire subdistrict is currently under single ownership, the number is shown for only the entire subdistrict. Where the subdistrict covers multiple existing properties and ownerships, it is broken down by tax lot for the scenario that a tax lot develops independently of other lots in the subdistrict. A footnote explains what happens in the scenario that a developer controls multiple adjacent taxlots that are listed separately in the table.
- **Code Reference:** Table X, Section 4.127 (.06). Subsection (.06) will be retitled *Minimum and Maximum Residential Lots or Units* and this table will be added under a new Subsection C. which sets the minimum unit count specifically for Frog Pond East and South.
- **Planning Commission Input:** The Planning Commission felt the proposed table makes sense and is consistent with the Master Plan. In particular, they supported the way it provides clarity for development of smaller parcels that do not take up an entire subdistrict.
- **Draft Code Amendment:** See table on next page - - >

<b>Table X. Minimum Number of Units in Frog Pond East and South Sub-districts</b>	
Sub-Districts	Minimum Number of Units
E1	101
E2	138
E3	172
E4*	169
E4 TL 1101 (portion)	129
E4 TL 1200	40
E4 TL 1000	0
E5	299
E6	205
S1	27
S2*	94
S2 TL 1000 28050 SW 60 <sup>th</sup> Ave	1
S2 TL 800 5890 SW Advance Rd	1
S2 TL 500 5780 SW Advance Rd	1
S2 TL 300 5738 SW Advance Rd	2
S2 TL 100 5696 SW Advance Rd	2
S2 TL 900	11
S2 TL 700	52
S2 TL 400	5
S2 TL 200	5
S2 TL 1100 28152 SW 60 <sup>th</sup> Ave	3
S2 TL 1200	9
S2 TL 1300 28300 SW 60 <sup>th</sup> Ave	2
S3*	156
S3 TL 1400 28424 SW 60 <sup>th</sup> Ave	33
S3 TL 1500 28500 SW 60 <sup>th</sup> Ave	31
S3 TL 1600	13
S3 TL 1800 28668 SW 60 <sup>th</sup> Ave	4
S3 TL 1700 28580 SW 60 <sup>th</sup> Ave	5
S3 TL 1900 5899 SW Kruse Rd	48
S3 TL 2000 5691 SW Kruse Rd	11
S4*	219
S4 TL 2600	64
S4 TL 2700 28901 SW 60 <sup>th</sup> Ave	155

\*Where an application includes two or more adjacent tax lots within the subdistrict, the minimum does not need to be met on each individual tax lot so long as the total number of units proposed for all the included tax lots within the subdistrict is equal to or greater than the sum of the minimums in this table for the included tax lots.

### 3. Standards for Green Focal Points in Each Subdistrict

- **Intent:** To establish clear and objective standards for green focal points such as small playgrounds or plazas, which will be an important urban design focus of each subdistrict, as identified in the Master Plan. See page 79 of the Master Plan.
- **Explanation:** The draft Code amendment is primarily in table form. For each subdistrict, the table identifies minimum green focal point size, location and other requirements, as applicable. Where multiple existing properties share a subdistrict, particularly in Frog Pond South, an explanation is provided of what would be expected if existing taxlots were developed independently. The minimum green focal point size is based on existing open space requirements in Section 4.113 *Standards Applying to Residential Development in Any Zone*. See further explanation below.

With the provision of green focal points in each subdistrict, standards need to also be put in place for surrounding development in subdistricts to treat them as a focal point. Standards include how direct the path is to the focal point and the orientation of surrounding buildings.

In addition, a purpose statement is added to the open space section of the Residential Neighborhood Zone reflecting the intent of green focal points in the Master Plan for Frog Pond East and South.

- **Code Reference:** Standards added as Subsection C. to 4.127 (.09) *Open Space*. Purpose statement added to Subsection A. of this Open Space subsection.
- **Planning Commission Input:** While the Planning Commission concurs with the overall approach presented by the project team they directed further exploration and refinements as follows:
  - a. Look at how to require or encourage green focal points to be well-connected to the larger trail network;
  - b. Further explore how to encourage variety in types of focal points, so they are not all the same amenity;
  - c. Further explore appropriateness of spreading the required amount of active open space within a subdistrict across different focal points or spaces;
  - d. Further refine and review location and other requirements, particularly for Subdistricts S2, S3, and S4 to ensure it provides for the best possible open space option;
  - e. Explore potential for one property to pay for development of open space on an adjacent or nearby property within the same subdistrict.
- **Draft Code Amendment:** See table on next pages - - >

**Purpose:** For the East and South Neighborhoods, Green Focal Points are intended to serve as central neighborhood destinations or gathering places that contribute to neighborhood character and identity. Green Focal Points can take a variety of forms, including community garden plots, small playgrounds or splash pads, nature play areas, pocket parks or plazas, and central green courtyards within housing developments.

<b>Table X. Green Focal Points</b>			
Sub-Districts	Minimum Size		Location and other requirements
E1	0.75 acres		Located either north of Grange building or in grove around existing home at 27480 SW Stafford Road.
E2	0.75 acres		N/A
E3	0.75 acres		At trailhead adjacent to SROZ leading to the south.
E4	0.75 acres		Plaza space integrated into commercial main street, linear area may extend north or south of main street.
E5	None additional, location of East Neighborhood Park		East Neighborhood Park serves as green focal point
E6	0.75 acres		Does not include park area on north side of BPA Easement, this green focal point must be located south of the BPA Easement.
S1	0.25 acres		N/A
S2	0.75 acres		To be located on Tax Lot 700, Section 18B aligned with

			terminus of future extension of SW Hazel Street
S3	0.75 acres		To be located near northern end of creek potentially collocated with regional storm facility. At least 0.25 acre each on Tax Lots 1600, 1700, 1800, of Section 18B.
S4	0.75 acres		To be located along boundary between Tax Lots 2600 and 2700 with 0.50 acre on Tax Lot 2700 and 0.25 acres on Tax Lot 2600, Section 18.

1. Within each subdistrict, streets shall provide direct access to the subdistrict's green focal point. Direct access, for this purpose of this requirement, means from any point on any local street within the subdistrict, a traveler would need to take travel on no more than two different streets to reach the green focal point.
2. Structures adjacent to or across the street from green focal points shall have at least one entrance oriented towards the green focal point.

#### **Additional Explanation and Rationale of Green Focal Point Size:**

Section 4.113 requires 25% of residential development to be open space, half of which must be usable, while the other can be natural area or similar. As recently as 2020, with citywide residential standard updates, the City Council has expressed a priority to maintain this level of open space and no direction has come to exempt Frog Pond East and South from this citywide standard.

The total developable residential area of Frog Pond East and South is approximately 170 acres. This excludes mapped natural areas (SROZ), the BPA easement, the planned mixed use commercial area, and the planned neighborhood park in Frog Pond East.

25% of 170 acres is 42.5 acres. Half of this acreage can be non-usable open space, such as natural areas. As established in Section 4.113, SROZ and non-active BPA easement area can be counted to meet non-active open space requirements. This is easily met in Frog Pond East and South with the riparian SROZ areas and BPA easement, leaving only the 21.25-acre active open space requirement (50% of required open space or 12.5% of 170 acre) to examine as it relates to green focal points.

The Master Plan calls for a 10 acre community park, a 3-acre neighborhood park, a 1-acre park in an area of Frog Pond East between the BPA Easement and SROZ that is otherwise not accessible for development, and at least 1 acre of trails and other active amenities in the BPA easement. All these known active spaces add up to approximately 15 acres, leaving 6.25 acres for other active open spaces in the form of green focal points.

The 6.25 acres is then divided evenly across the subdistricts, with a couple exceptions. Subdistrict E5 already has the neighborhood park as the focal point, and would not require any additional area. Subdistrict S1 is notably smaller than other subdistricts, and therefore should have a reduced ( $\frac{1}{3}$  of other subdistricts) requirement. The 6.25 can therefore be divided by 8.33 (five East subdistricts, with the sixth exempt, plus three and  $\frac{1}{3}$  South subdistricts). This comes out to 0.75 acres per subdistrict, with 0.25 for subdistrict S1.

#### 4. Urban form standards

- **Intent:** Provide clear guidance for development of residential buildings in each of the different urban forms, Type 1, Type 2, Type 3, mapped in the Master Plan. See Strategy 4 on page 111 of the Master Plan.
- **Explanation:** Numeric standards for each Type presented in a table format to articulate clear and objective siting and design standards. The table follows the format of the lot standards table for Frog Pond West. The proposed numbers represent precedent structures of a variety of housing types, as well as seek to remain consistent with similar standards in Frog Pond West and elsewhere in the City. See next page for precedent examples.
- **Code Reference:** Subsection 4.127 (.08) *Lot Development Standards* Table 4. Subsection (.08) will be reorganized to clearly differentiate between standards for Frog Pond West and those for Frog Pond East and South.
- **Planning Commission Input:** The Planning Commission supported the table overall and felt it did the job of meaningfully differentiating the three Urban Form Types, as intended in the Master Plan. They did not suggest adding or removing any types of standards. The Commission directed additional exploration and refinement as follows:
  - a. Look at examples of 45-foot tall buildings with small setbacks to confirm the combination of allowed building height and front setback in Urban Form Type 1 would not create an “urban canyon effect”;
  - b. Add a special provision for townhouse lot coverage to allow lot coverage to be calculated on the combined townhouse lots occupied by a single townhouse building rather than each individual lot, thus keeping the application of the lot coverage standards more consistent for different buildings of the same size but with different types of units (i.e. apartment building versus townhouse building);
- **Draft Code Amendment:** See table on next page - - >



Table 4. Lot and Structure Standards for Frog Pond East and South Neighborhoods												
Land Use Map Designation	Min. lot size except townhouses (sq. ft.)	Min. lot size for townhouses (sq. ft.)	Min. lot width / street frontage (ft.)	Max height (ft.)	Front Min. (ft.)	Front Max. (ft.)	Front Setbacks		Rear Setbacks			Max. lot coverage <sup>I</sup>
							Maximum Building Width Facing Street (feet)	Rear Min. (ft.)	Garages (note)	Side Min. (ft.)	Distance Between Buildings (feet)	
Urban Form Type 1	2,000	1,200	30 <sup>C</sup>	45	6 <sup>D</sup>	10 <sup>E</sup>	None	10	<sup>G</sup>	5	Per building code	75%
Urban Form Type 2	4,000	1,500 <sup>A</sup>	35 <sup>C</sup>	35	10	25 <sup>E</sup>	120 except that buildings over 90 feet cannot occupy entire block face.	10	<sup>G</sup>	5	8	60%
Urban Form Type 3	6,000	1,500 <sup>B</sup>	35 <sup>C</sup>	35	10	None	90	15 <sup>F</sup>	<sup>G</sup>	7.5	12 <sup>H</sup>	45%

Notes:

- A. The combined area for two or more lots for a townhouse building shall be at least 4,000 square feet. This means the average lot size per unit for a two-unit townhouse building would be at least 2,000 square feet. Either of the lots could be as low as 1,500 square feet as long as the other lot compensates to add up to 4,000 square feet.
- B. The combined area for two or more lots for a townhouse building shall be at least 6,000 square feet. This means the average lot size per unit for a two-unit townhouse would be at least 3,000 square feet, and for a three-unit townhouse would be 2,000 square feet per unit. Any individual lot can be as small as 1,500 square feet as long as other lots for the townhouse building compensate to add up to a total of 6,000 square feet.
- C. Minimum lot width / street frontage for townhouse lots is 20 feet.
- D. In Urban Form Type 1 the minimum front setback is 6 feet to accommodate a public utility easement (PUE) for franchise utilities. If the City requires a wider PUE the minimum setback shall increase to accommodate the PUE. If a finding can be made that no PUE is necessary and access stairs or ramps can be accommodated without impeding on the public right of way, no setback is required.
- E. Where a maximum setback exists, and the property line it is measured from is either curvilinear or intersects with a connecting property line at anything besides a right angle, the maximum setback need only be met at one point along the property line.
- F. The minimum rear setback for a cottage cluster and Accessory Dwelling Unit (ADU) is 10 feet.
- G. Setbacks for residential garages are as follows:

1. Front (street loaded): minimum 20 feet.

2. Alley loaded with exterior driveway: minimum 18 feet from the alley.

3. Alley loaded without exterior driveway: minimum 3 feet and maximum 5 feet.
- H. Minimum building spacing for cottage clusters is 10 feet, for ADUs it is as-required by Building Code.
- I. On lots where detached accessory buildings are built, maximum lot coverage may be increased by 10%. Cottage clusters and ADUs are exempt from maximum lot coverage standards.

## Precedent Examples for Proposed Building Width and Other Standards

*With Google Street View (where available) and Aerial Photo*

### Multi-family (Apartments and Condos)

#### *Type 1 Urban Form Precedents*

##### 11395 SW Toulouse Street

Toulouse Street block-wide multi-family

Building Width 257 feet

Front Setback 5 feet



#### *Type 2 Urban Form Precedents*

##### 11489 SW Toulouse Street

Toulouse Street small multi-family

Building Width 100 feet

Front Setback 6 feet



*Type 2 Urban Form Precedents continued*

28796 SW Ashland Loop

Traditional multi-family-Boulder Creek

Building Width 116 feet

Setback from Street 30 feet

Setback from Parking lot 20 feet



7114 SW McDonald Drive

Traditional multi-family-Berkshire Court

(Could be Type 3 Urban Form if buildings without single-level connection)

Building Width 125 feet

Setback from Street 35 feet

Setback from Parking lot 20 feet



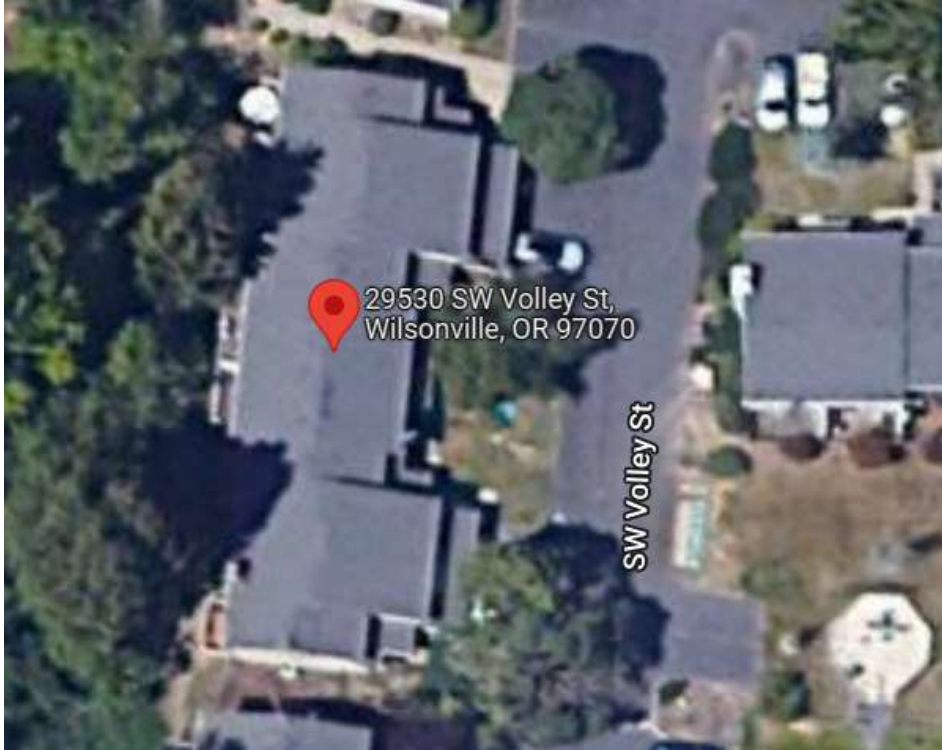
*Type 2 Urban Form Precedents continued*

29530 SW Volley Street

Six-unit condo building

Building Width 120 feet

Setback from Circulation Drive 16 feet





## Plexes and Townhouses

### *Type 1 Urban Form Precedents*

#### 28515 through 28535 SW Paris Ave

Villebois six-unit townhouse

(Could also be Type 2 Urban Form)

Building Width `92 feet

Front Setback 10 feet



#### 29136 through 29152 SW Costa Circle E

Five-unit townhouse in Villebois next to detached single-family

(Could also be Type 2 Urban Form)

Building Width 88 feet

Front Setback 15 feet

Distance Between Buildings 8 feet



### *Type 2 Urban Form Precedent*

#### 29520 SW Brown Road

Older six-unit apartment building

Building Width 98 feet

Setback from Parking Lot 5 feet



### *Type 3 Urban Form Precedents*

#### 28760 and 27870 SW Painter Drive

Two-unit townhouse (aka attached single-family) Frog Pond West

Building Width 83 feet

Front Setback 15 feet



*Type 3 Urban Form Precedents continued*

29455 SW Serenity Way

Older triplex

Building Width 80 feet

Front Setback 20 feet



29670 SW Brown Road

Older four-plex, with stacked flats

Building Width 55 feet

Setback from Parking Lot 5 feet





*Type 3 Urban Form Precedents continued*

29631 SW Serenity Way

Older four-plex (side by side configuration)

Building Width 89 feet

Front Setback more than 20 feet



28741 through 28753 SW Costa Circle East

Four-unit townhouse on Costa Circle

Building Width 78 feet

Front Setback 15 feet

Distance Between Buildings 10 feet





## Detached Single-Family

### *Type 1 Urban Form Precedent*

#### 11325 and 11331 SW Barber Street

Narrow detached homes

Building Width 20 feet, each

Distance between buildings 5 feet

Front Setback 5 feet



### *Type 2 Urban Form Precedent*

#### 7245 SW Chestnut Lane

Frog Pond West small-lot detached home

Building Width 38 feet

Front Setback 10 feet

Distance Between Homes 8 feet



### *Type 3 Urban Form Precedents*

#### 6761 SW Primrose Court

Street of Dreams single-family Frog Pond West  
Building Width 90 feet  
Front Setback 20 feet



#### 30944 SW Kensington Drive

Detached single-family home from 1990's  
Building Width 53 feet  
Front Setback 25 feet  
Distance Between Buildings 12 feet



## 5. Define categories for housing variety

- **Intent:** To create categories that will be the foundation to variety standards for Frog Pond East and South meeting to help meet key housing policy objectives of the City. See Strategy 2 under housing variety on page 110 of the Master Plan.
- **Explanation:** Creates a table separating housing unit types into four categories based on built form and existing definitions in the City's Development Code.
- **Code Reference:** These Code amendments will be part of a new subsection within Section 4.127 focused on housing variety in Frog Pond East and South. Housing type definitions will remain as adopted with Middle Housing in Wilsonville Project found in Section 4.001 *Definitions*.
- **Planning Commission Input:** The Planning Commission supported the categories, as presented, as a foundation for housing variety standards. The Commission requested more justification of the 1,200 square foot threshold between Category C and Category D.
- **Code Concept:**

**Table 7. Housing Unit Categories for Frog Pond East and South Neighborhoods**

Unit Category A	Unit Category B	Unit Category C	Unit Category D
Attached Multi-family units	Attached middle housing, including: <ul style="list-style-type: none"> <li>• Townhouses</li> <li>• Duplex</li> <li>• Triplex</li> <li>• Quadplex</li> </ul>	<ul style="list-style-type: none"> <li>• Cottage clusters</li> <li>• Detached units 1200 sf<sup>A</sup> or less (besides cottage cluster units)</li> <li>• Accessory dwelling units</li> </ul>	Detached dwelling units more than 1200 sf <sup>A</sup> <ul style="list-style-type: none"> <li>• Detached homes on their own lot</li> <li>• Cluster housing</li> <li>• Detached multi-family units</li> </ul>

Footnotes to Table 7

A. Square footage represents a measurement of the Habitable Floor Area as defined in Section 4.001 *Definitions*

## **6. Clear and objective design standards for multi-family**

- **Intent:** Provide clear and objective design standards for multi-family buildings similar to single-family and middle housing to provide consistent review of all housing types in Frog Pond East and South, and potentially citywide. A multi-family project not already part of a subdivision would still be subject to Development Review Board (DRB) review of Stage I and Stage II development plans as well as design review of required open spaces, similar to a subdivision. However, individual buildings would not be subject to DRB review of architecture and minor landscaping surrounding the buildings.
- **Explanation:** Adapt and modify current design standards for middle housing, especially townhouses, to apply to attached multi-family. A policy decision is needed to determine whether to apply these standards only in Frog Pond East and South or to apply to new multi-family buildings citywide.
- **Code Reference:** Add new subsection to Subsection 4.113 (.14) if citywide or add as new subsection in Section 4.127 if applying only to Frog Pond East and South
- **Planning Commission Input:** The majority of the Planning Commission has served on the DRB and brought that perspective to the conversation. In answering the policy questions (see below) the Commission expressed the following:
  - The DRB is not the right spot for review of architecture of multi-family buildings and the Commission supports moving away from it.
  - It makes sense to review multi-family buildings the same as middle housing.
  - An effort needs to continue to be made to shift the public conversation and involvement from the review of individual construction projects to earlier in the process, such as developing of the agreed-upon standards and keeping the community informed of what the agreed-upon standards are.
  - Commissioners considered if some notice of new multi-family buildings would be helpful. The Commission wondered if Class II Review (City staff review with public notice) would be appropriate versus Class I Review (City staff review without public notice), however no direction decision was arrived at. The project team will further explore the pros and cons of Class II versus Class I review and bring it back for further consideration.
  - It makes sense for any new standards for review of multi-family to be applied citywide rather than just Frog Pond East and South.
  - The Commission felt the proposed approach of adapting existing design standards for townhouses and other middle housing as the primary foundation of multi-family design standards makes sense.

- **Draft Code Amendment:** N/A. For this work session there is no draft language proposed. Rather, the project team is only looking for direction on how to proceed and then draft Code amendment language will be brought forward at a subsequent work session. The key directional questions the project team is looking to get answered are:
- **Policy Questions:**
  1. Should multi-family buildings be reviewed in the same manner as single-family homes and middle housing or remain subject to Site Design Review by the Development Review Board?
  2. If new standards are development for review of multi-family buildings, should the standards be applied citywide or only to Frog Pond East and South?

*Staff recommendation:* Citywide, besides Villebois. Villebois is not included as it has its own design standard system and review process separate from the rest of the City. Citywide, besides Villebois, is consistent with how design standards are applied for other housing types including single-family homes and middle housing. This is a ministerial, or staff, review based on clear and objective standards that occurs at the time of building permit issuance. The intent would be to allow multi-family to go through a similar ministerial review process as middle housing and single-family homes rather than be subject to Site Design Review and review by the Development Review Board. Public processes such as these have been used historically to prevent needed housing. Also, with limits on housing review criteria (must be clear and objective) these processes can be frustrating to interested neighbors by providing on the surface an opportunity to comment and potentially stop a project, but in reality the City is required to approve despite neighborhood objections if clear and objective criteria are met. Staff notes multi-family is not an allowed use in Old Town or Frog Pond West, so those detailed design standards would not conflict with new design standards.
  3. If supportive of standards to review multi-family like other housing, does the Commission support an approach of adapting and modifying, as appropriate, design standards applied to similarly sized structures like townhouses in order to apply them to multi-family buildings?

## **Section 4.127. Residential Neighborhood (RN) Zone.**

(.01) *Purpose.* The Residential Neighborhood (RN) zone applies to lands within Residential Neighborhood Comprehensive Plan Map designation. The RN zone is a Planned Development zone, subject to applicable Planned Development regulations, except as superseded by this section or in legislative master plans. The purposes of the RN Zone are to:

- A. Implement the Residential Neighborhood policies and implementation measures of the Comprehensive Plan.
- B. Implement legislative master plans for areas within the Residential Neighborhood Comprehensive Plan Map designation.
- C. Create attractive and connected neighborhoods in Wilsonville.
- D. Regulate and coordinate development to result in cohesive neighborhoods that include: walkable and active streets; a variety of housing appropriate to each neighborhood; connected paths and open spaces; parks and other non-residential uses that are focal points for the community; and, connections to and integration with the larger Wilsonville community.
- E. Encourage and require quality architectural and community design as defined by the Comprehensive Plan and applicable legislative master plans.
- F. Provide transportation choices, including active transportation options.
- G. Preserve and enhance natural resources so that they are an asset to the neighborhoods, and there is visual and physical access to nature.
- H. Create housing opportunities for a variety of households, including housing types that implement the Wilsonville Equitable Housing Strategic Plan and housing affordability provisions of legislative master plans.

(.02) *Permitted uses:*

- A. Open Space.
- B. Single-Family Dwelling Unit.
- C. Townhouses. During initial development in the Frog Pond West Neighborhood, a maximum of two townhouses may be attached, except on corners, a maximum of three townhouses may be attached.
- D. Duplex.
- E. Triplex and quadplex. During initial development in the Frog Pond West Neighborhood, triplexes are permitted only on corner lots and quadplexes are not permitted.
- F. Cluster housing. During initial development in the Frog Pond West Neighborhood, only two-unit cluster housing is permitted except on corner lots where three-unit cluster housing is permitted.
- G. Multiple-Family Dwelling Units, except when not permitted in a legislative master plan, subject to the density standards of the zone. Multi-family dwelling units are not permitted within the Frog Pond West Master Plan area.
- H. Cohousing.
- I. Cluster Housing (Frog Pond West Master Plan).
- J. Public or private parks, playgrounds, recreational and community buildings and grounds, tennis courts, and similar recreational uses, all of a non-commercial nature, provided that any principal building or public swimming pool shall be located not less than 45 feet from any other lot.

K. Manufactured homes.

(.03) *Permitted accessory uses:*

- A. Accessory uses, buildings and structures customarily incidental to any of the principal permitted uses listed above, and located on the same lot.
- B. Living quarters without kitchen facilities for persons employed on the premises or for guests. Such facilities shall not be rented or otherwise used as a separate dwelling unless approved as an accessory dwelling unit or duplex.
- C. Accessory Dwelling Units, subject to the standards of Section 4.113 (.10).
- D. Home occupations.
- E. A private garage or parking area.
- F. Keeping of not more than two roomers or boarders by a resident household.
- G. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion or abandonment of the construction work.
- H. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses do not exceed 120 square feet or ten feet in height, and they are detached and located behind the rear-most line of the main buildings, the side and rear yard setbacks may be reduced to three feet.
- I. Livestock and farm animals, subject to the provisions of Section 4.162.

(.04) *Uses permitted subject to Conditional Use Permit requirements:*

- A. Public and semi-public buildings and/or structures essential to the physical and economic welfare of an area, such as fire stations, sub-stations and pump stations.
- B. Commercial Recreation, including public or private clubs, lodges or meeting halls, golf courses, driving ranges, tennis clubs, community centers and similar commercial recreational uses. Commercial Recreation will be permitted upon a finding that it is compatible with the surrounding residential uses and promotes the creation of an attractive, healthful, efficient and stable environment for living, shopping or working. All such uses except golf courses and tennis courts shall conform to the requirements of Section 4.124(.04)(D) (Neighborhood Commercial Centers).
- C. Churches; public, private and parochial schools; public libraries and public museums.
- D. Neighborhood Commercial Centers limited to the provisions of goods and services primarily for the convenience of and supported by local residents. Neighborhood Commercial Centers are only permitted where designated on an approved legislative master plan.

(.05) *Residential Neighborhood Zone Sub-districts:*

- A. RN Zone sub-districts may be established to provide area-specific regulations that implement legislative master plans.
  - 1. For the Frog Pond West Neighborhood, the sub-districts are listed in Table 1 of this Code and mapped on Figure 6 of the Frog Pond West Master Plan. The Frog Pond West Master Plan Sub-District Map serves as the official sub-district map for the Frog Pond West Neighborhood.

(.06) *Minimum and Maximum Residential Lots:*

- A. The minimum and maximum number of residential lots approved shall be consistent with this Code and applicable provisions of an approved legislative master plan.

1. For initial development of the Frog Pond West Neighborhood, Table 1 in this Code and Frog Pond West Master Plan Table 1 establish the minimum and maximum number of residential lots for the sub-districts.
  2. For areas that are a portion of a sub-district, the minimum and maximum number of residential lots are established by determining the proportional gross acreage and applying that proportion to the minimums and maximums listed in Table 1. The maximum density of the area may be increased, up to a maximum of ten percent of what would otherwise be permitted, based on an adjustment to an SROZ boundary that is consistent with 4.139.06.
- B. The City may allow a reduction in the minimum density for a sub-district when it is demonstrated that the reduction is necessary due to topography, protection of trees, wetlands and other natural resources, constraints posed by existing development, infrastructure needs, provision of non-residential uses and similar physical conditions.

<b>Table 1. Minimum and Maximum Residential Lots by Sub-District in the Frog Pond West Neighborhood</b>			
Area Plan Designation	Frog Pond West Sub-district	Minimum Lots in Sub-district <sup>a,b</sup>	Maximum Lots in Sub-district <sup>a,b</sup>
R-10 Large Lot	3	26	32
	7	24	30
	8	43	53
R-7 Medium Lot	2	20	25
	4	86	107
	5	27	33
	9	10	13
	11	46	58
R-5 Small Lot	1	66	82
	6	74	93
	10	30	38
Civic	12	0	7 <sup>a</sup>
Public Facilities (PF)	13	0	0

- <sup>a</sup>. Each lot must contain at least one dwelling unit but may contain additional units consistent with the allowance for ADUs and middle housing.
- <sup>b</sup>. For townhouses, the combined lots of the townhouse project shall be considered a single lot for the purposes of the minimum and maximum of this table. In no case shall the density of a townhouse project exceed 25 dwelling units per net acre.
- <sup>c</sup>. These metrics apply to infill housing within the Community of Hope Church property, should they choose to develop housing on the site. Housing in the Civic sub-district is subject to the R-7 Medium Lot Single Family regulations.

**(.07) Development Standards Generally:**

- A. Unless otherwise specified by this the regulations in this Residential Development Zone chapter, all development must comply with Section 4.113, Standards Applying to Residential Development in Any Zone.

**(.08) Lot Development Standards:**



- A. Lot development shall be consistent with this Code and applicable provisions of an approved legislative master plan.
- B. Lot Standards Generally. For the Frog Pond West Neighborhood, Table 2 establishes the lot development standards unless superseded or supplemented by other provisions of the Development Code.
- C. Lot Standards for Small Lot Sub-districts. The purpose of these standards is to ensure that development in the Small Lot Sub-districts includes varied design that avoids homogenous street frontages, creates active pedestrian street frontages and has open space that is integrated into the development pattern.

Standards. Planned developments in the Small Lot Sub-districts shall include one or more of the following elements on each block:

1. Alleys.
2. Residential main entries grouped around a common green or entry courtyard (e.g. cluster housing).
3. Four or more residential main entries facing a pedestrian connection allowed by an applicable legislative master plan.
4. Garages recessed at least four feet from the front façade or six feet from the front of a front porch.

Table 2: Neighborhood Zone Lot Development Standards										
Neighborhood Zone Sub-District	Min. Lot Size (sq. ft.) <sup>A,B</sup>	Min. Lot Depth (ft.)	Max. Lot Coverage (%)	Min. Lot Width <sup>I, N</sup> (ft.)	Max. Bldg. Height <sup>H</sup> (ft.)	Setbacks <sup>K, L, M</sup>				
						Front Min. (ft.)	Rear Min. (ft.)	Side Min. (note)	Garage Min Setback from Alley (ft.)	Garage Min Setback from Street <sup>O,P</sup> (ft.)
R-10 Large Lot	8,000	60'	40% <sup>E</sup>	40	35	20 <sup>F</sup>	20	<sup>M</sup>	18 <sup>G</sup>	20
R-7 Medium Lot	6,000 <sup>C</sup>	60'	45% <sup>E</sup>	35	35	15 <sup>F</sup>	15	<sup>M</sup>	18 <sup>G</sup>	20
R-5 Small Lot	4,000 <sup>C,D</sup>	60'	60% <sup>E</sup>	35	35	12 <sup>F</sup>	15	<sup>M</sup>	18 <sup>G</sup>	20

Notes:

- A. Minimum lot size may be reduced to 80% of minimum lot size for any of the following three reasons: (1) where necessary to preserve natural resources (e.g. trees, wetlands) and/or provide active open space, (2) lots designated for cluster housing (Frog Pond West Master Plan), (3) to increase the number of lots up to the maximum number allowed so long as for each lot reduced in size a lot meeting the minimum lot size is designated for development of a duplex or triplex.
- B. For townhouses the minimum lot size in all sub-districts is 1,500 square feet.
- C. In R-5 and R-7 sub-districts the minimum lot size for quadplexes and cottage clusters is 7,000 square feet.
- D. In R-5 sub-districts the minimum lot size for triplexes is 5,000 square feet.
- E. On lots where detached accessory buildings are built, maximum lot coverage may be increased by 10%. Cottage clusters are exempt from maximum lot coverage standards.
- F. Front porches may extend 5 feet into the front setback.

- G. The garage setback from alley shall be minimum of 18 feet to a garage door facing the alley in order to provide a parking apron. Otherwise, the rear or side setback shall be between 3 and 5 feet.
  - H. Vertical encroachments are allowed up to ten additional feet, for up to 10% of the building footprint; vertical encroachments shall not be habitable space.
  - I. For townhouses in all sub-districts minimum lot width is 20 feet.
  - J. May be reduced to 24' when the lot fronts a cul-de-sac. No street frontage is required when the lot fronts on an approved, platted private drive or a public pedestrian access in a cluster housing (Frog Pond West Master Plan) development.
  - K. Front Setback is measured as the offset of the front lot line or a vehicular or pedestrian access easement line. On lots with alleys, Rear Setback shall be measured from the rear lot line abutting the alley.
  - L. For cottage clusters all setbacks otherwise greater than 10 feet for other housing types is reduced to 10 feet
  - M. On lots greater than 10,000 SF with frontage 70 ft. or wider, the minimum combined side yard setbacks shall total 20 ft. with a minimum of 10 ft. On other lots, minimum side setback shall be 5 ft. On a corner lot, minimum side setbacks are 10 feet.
  - N. For cluster housing (Frog Pond West Master Plan) with lots arranged on a courtyard, frontage shall be measured at the front door face of the building adjacent to a public right-of-way or a public pedestrian access easement linking the courtyard with the Public Way.
  - O. All lots with front-loaded garages are limited to one shared standard-sized driveway/apron per street regardless of the number of units on the lot.
  - P. The garage shall be setback a minimum of 18 feet from any sidewalk easements that parallels the street.
- D. Lot Standards Specific to the Frog Pond West Neighborhood.
- 1. Lots adjacent to Boeckman Road and Stafford Road shall meet the following standards:
    - a. Rear or side yards adjacent to Boeckman Road and Stafford Road shall provide a wall and landscaping consistent with the standards in Figure 10 of the Frog Pond West Master Plan.
  - 2. Lots adjacent to the collector-designated portions of Willow Creek Drive and Frog Pond Lane shall not have driveways accessing lots from these streets, unless no practical alternative exists for access. Lots in Large Lot Sub-districts are exempt from this standard.

*(.09) Open Space:*

- A. *Purpose.* The purposes of these standards for the Residential Neighborhood Zone are to:
- 1. Provide light, air, open space, and useable recreation facilities to occupants of each residential development.
  - 2. Retain and incorporate natural resources and trees as part of developments.
  - 3. Provide access and connections to trails and adjacent open space areas.
- For Neighborhood Zones which are subject to adopted legislative master plans, the standards work in combination with, and as a supplement to, the park and open space recommendations of those legislative master plans. These standards supersede the Open Space requirements in WC Section 4.113(.01).
- B. *Within the Frog Pond West Neighborhood, the following standards apply:*
- 1. Properties within the R-10 Large Lot sub-districts and R-7 Medium Lot sub-districts are exempt from the requirements of this section. If the Development Review Board finds, based upon substantial evidence in the record, that there is a need for open space, they may waive this exemption and require open space proportional to the need.
  - 2. For properties within the R-5 Small Lot sub-districts, Open Space Area shall be provided in the following manner:

- a. Ten percent of the net developable area shall be in open space. Net developable area does not include land for non-residential uses, SROZ-regulated lands, streets and private drives, alleys and pedestrian connections. Open space must include at least 50 percent usable open space as defined by this Code and other like space that the Development Review Board finds will meet the purpose of this section.
- b. Natural resource areas such as tree groves and/or wetlands, and unfenced low impact development storm water management facilities, may be counted toward the ten percent requirement at the discretion of the Development Review Board. Fenced storm water detention facilities do not count toward the open space requirement. Pedestrian connections may also be counted toward the ten percent requirement.
- c. The minimum land area for an individual open space is 2,000 square feet, unless the Development Review Board finds, based on substantial evidence in the record, that a smaller minimum area adequately fulfills the purpose of this Open Space standard.
- d. The Development Review Board may reduce or waive the usable open space requirement in accordance with Section 4.118(.03). The Board shall consider substantial evidence regarding the following factors: the walking distance to usable open space adjacent to the subject property or within 500 feet of it; the amount and type of open space available adjacent or within 500 feet of the subject property, including facilities which support creative play.
- e. The Development Review Board may specify the method of assuring the long-term protection and maintenance of open space and/or recreational areas. Where such protection or maintenance are the responsibility of a private party or homeowners' association, the City Attorney shall review any pertinent bylaws, covenants or agreements prior to recordation.

(.10) *Block, access and connectivity standards:*

- A. *Purpose.* These standards are intended to regulate and guide development to create: a cohesive and connected pattern of streets, pedestrian connections and bicycle routes; safe, direct and convenient routes to schools and other community destinations; and, neighborhoods that support active transportation and Safe Routes to Schools.
- B. *Blocks, access and connectivity shall comply with adopted legislative master plans:*
  1. Within the Frog Pond West Neighborhood, streets shall be consistent with Figure 18, Street Demonstration Plan, in the Frog Pond West Master Plan. The Street Demonstration Plan is intended to be guiding, not binding. Variations from the Street Demonstration Plan may be approved by the Development Review Board, upon finding that one or more of the following justify the variation: barriers such as existing buildings and topography; designated Significant Resource Overlay Zone areas; tree groves, wetlands or other natural resources; existing or planned parks and other active open space that will serve as pedestrian connections for the public; alignment with property lines and ownerships that result in efficient use of land while providing substantially equivalent connectivity for the public; and/or site design that provides substantially equivalent connectivity for the public.
  2. If a legislative master plan does not provide sufficient guidance for a specific development or situation, the Development Review Board shall use the block and access standards in Section 4.124(.06) as the applicable standards.

(.11) *Signs.* Per the requirements of Sections 4.156.01 through 4.156.11 and applicable provisions from adopted legislative master plans.

(.12) *Parking.* Per the requirements of Section 4.155 and applicable provisions from adopted legislative master plans.

(.13) *Corner Vision Clearance.* Per the requirements of Section 4.177.

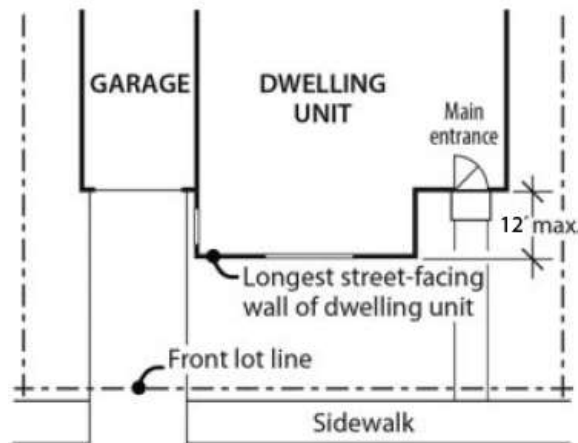
(.14) *Main Entrance Standards:*

A. *Purpose.* These standards:

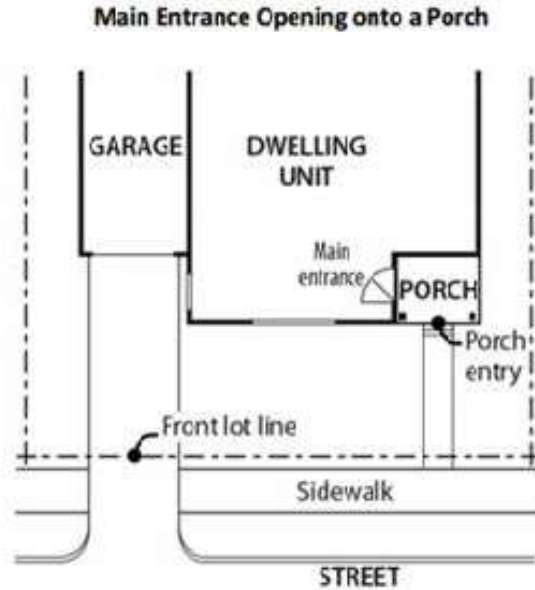
1. Support a physical and visual connection between the living area of the residence and the street;
2. Enhance public safety for residents and visitors and provide opportunities for community interaction;
3. Ensure that the pedestrian entrance is visible or clearly identifiable from the street by its orientation or articulation; and
4. Ensure a connection to the public realm for development on lots fronting both private and public streets by making the pedestrian entrance visible or clearly identifiable from the public street.

B. *Location.* At least one main entrance for each structure must:

1. Be within 12 feet of the longest street-facing front wall of the dwelling unit; and
2. Either;
  - a. Face the street;
  - b. Be at an angle of up to 45 degrees from the street; or
  - c. Open onto a porch. The porch must:
    - (i) Be at least six feet deep;
    - (ii) Have at least one entrance facing the street; and
    - (iii) Be covered with a roof or trellis.







- C. *Distance from grade.* Main entrances meeting the standards in subsection B., above, must be within four feet of grade. For the purposes of this Subsection, grade is the average grade measured along the foundation of the longest street-facing wall of the dwelling unit.

(.15) *Garage Standards:*

A. *Purpose.* These standards:

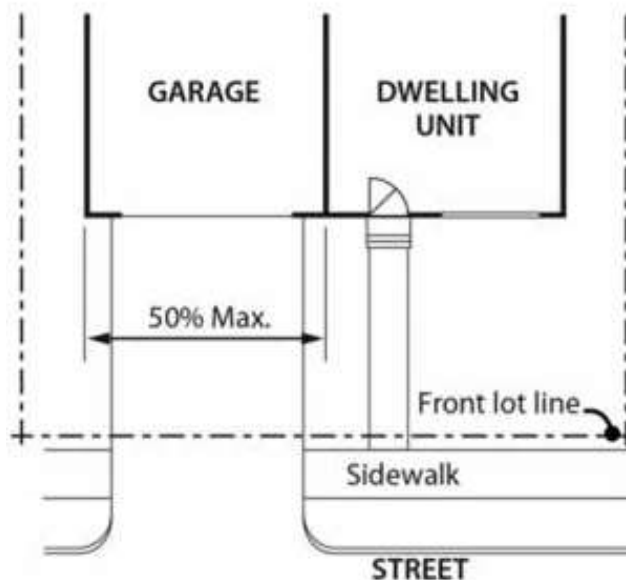
1. Ensure that there is a physical and visual connection between the living area of the residences and the street;
2. Ensure that the location and amount of the living area of the residence, as seen from the street, is more prominent than garages;
3. Prevent garages from obscuring the main entrance from the street and ensure that the main entrance for pedestrians, rather than automobiles, is the prominent entrance;
4. Provide for a pleasant pedestrian environment by preventing garages and vehicle areas from dominating the views of the neighborhood from the sidewalk; and
5. Enhance public safety by preventing garages from blocking views of the street from inside the residence.

B. *Street-Facing Garage Walls:*

1. Where these regulations apply. Unless exempted, the regulations of this subsection apply to garages accessory to residential units.
2. *Exemptions:*
  - a. Garages on flag lots.
  - b. Development on lots which slope up or down from the street with an average slope of 20 percent or more.
3. *Standards:*

- a. The length of the garage wall facing the street may be up to 50 percent of the length of the street-facing building façade. For middle housing, this standard applies to the total length of the street-facing façades. For detached single-family and accessory structures, the standards apply to the street-facing façade of each unit. For corner lots, this standard applies to only one street side of the lot. For lots less than 50 feet wide at the front lot line, the standard in (b) below applies.
- b. For lots less than 50 wide at the front lot line, the following standards apply:
  - (i) The width of the garage door may be up to 50 percent of the length of the street-facing façade.
  - (ii) The garage door must be recessed at least four feet from the front façade or six feet from the front of a front porch.
  - (iii) The maximum driveway width is 18 feet.
- c. Where a dwelling abuts a rear or side alley or a shared driveway, the garage shall orient to the alley or shared drive.
- d. Where three or more contiguous garage parking bays are proposed facing the same street, the garage opening closest to a side property line shall be recessed at least two feet behind the adjacent opening(s) to break up the street facing elevation and diminish the appearance of the garage from the street. Side-loaded garages, i.e., where the garage openings are turned away from the street, are exempt from this requirement.
- e. A garage entry that faces a street may be no closer to the street than the longest street facing wall of the dwelling unit. There must be at least 20 feet between the garage door and the sidewalk. This standard does not apply to garage entries that do not face the street.

**Length of Street-Facing Garage Wall**



(.16) *Residential Design Standards:*

A. *Purpose.* These standards:

1. Support consistent quality standards so that each home contributes to the quality and cohesion of the larger neighborhood and community.
  2. Support the creation of architecturally varied structures, blocks and neighborhoods, whether a neighborhood develops all at once or one lot at a time, avoiding homogeneous street frontages that detract from the community's appearance.
- B. *Applicability.* These standards apply to all façades facing streets, pedestrian connections, parks, open space tracts, the Boeckman Trail, or elsewhere as required by this Code or the Development Review Board. Exemptions from these standards include: (1) Additions or alterations adding less than 50 percent to the existing floor area of the structure; and, (2) Additions or alterations not facing a street, pedestrian connection, park, or open space tract.
- C. *Windows.* The standards for minimum percentage of façade surface area in windows are below. These standards apply only to facades facing streets, pedestrian connections, parks, and open space tracts.
1. For two-story structures:
    - a. 15 percent front facades.
    - b. 12.5 percent—front facades if a minimum of six design elements are provided per Section 4.127(0.15)E., Design Menu.
    - c. Ten percent—front facades facing streets if a minimum of seven design elements are provided per Section 4.127(0.15)E., Design Menu.
  2. For one-story structures:
    - a. 12.5 percent—front facades.
    - b. Ten percent—front facades if a minimum of six design elements are provided per Section 4.127(0.15)E., Design Menu.
  3. For all structures: Five percent for street-side facades.
  4. Windows used to meet this standard must provide views from the building to the street. Glass block does not meet this standard. Windows in garage doors and other doors count toward this standard.
  5. Street-facing facades along Boeckman Road and Stafford Road must meet the standards for front facades.
- D. *Articulation.* Plans for residential buildings shall incorporate design features such as varying rooflines, offsets, balconies, projections (e.g., overhangs, porches, or similar features), recessed or covered entrances, window reveals, or similar elements that break up otherwise long, uninterrupted elevations. Such elements shall occur at a minimum interval of 30 feet on façades facing streets, pedestrian connections, parks, open space tracts, or elsewhere as required by this Code or the Development Review Board. Where a façade governed by this standard is less than 30 feet in length, at least one of the above-cited features shall be provided.
- E. *Residential Design Menu.* Residential structures shall provide a minimum of five of the design elements listed below for front façades and façades facing Boeckman Road and Stafford Road, unless otherwise specified by the code. For side façades facing streets, pedestrian connections, parks, open space tracts, a minimum of three of the design elements must be provided. Where a design feature includes more than one element, it is counted as only one of the five required elements.
1. Dormers at least three feet wide.

2. Covered porch entry—minimum 48 square foot covered front porch, minimum six feet deep and minimum of a six foot deep cover. A covered front stoop with minimum 24 square foot area, four foot depth and hand rails meets this standard.
  3. Front porch railing around at least two sides of the porch.
  4. Front facing second story balcony - projecting from the wall of the building a minimum of four feet and enclosed by a railing or parapet wall.
  5. Roof overhang of 16 inches or greater.
  6. Columns, pillars or posts at least four inches wide and containing larger base materials.
  7. Decorative gables - cross or diagonal bracing, shingles, trim, corbels, exposed rafter ends or brackets (does not include a garage gable if garage projects beyond dwelling unit portion of street façade).
  8. Decorative molding above windows and doors.
  9. Decorative pilaster or chimneys.
  10. Shakes, shingles, brick, stone or other similar decorative materials occupying at least 60 square feet of the street façade.
  11. Bay or bow windows - extending a minimum of 12 inches outward from the main wall of a building and forming a bay or alcove in a room within the building.
  12. Sidelight and/or transom windows associated with the front door or windows in the front door.
  13. Window grids on all façade windows (excluding any windows in the garage door or front door).
  14. Maximum nine foot wide garage doors or a garage door designed to resemble two smaller garage doors and/or windows in the garage door (only applicable to street facing garages).
  15. Decorative base materials such as natural stone, cultured stone or brick extending at least 36 inches above adjacent finished grade occupying a minimum of ten percent of the overall primary street facing façade.
  16. Entry courtyards which are visible from, and connected directly to, the street. Courtyards shall have a minimum depth of ten feet and minimum width of 80 percent of the non-garage/driveway building width to be counted as a design element.
- F. *House Plan Variety.* No two directly adjacent or opposite residential structures may possess the same front or street-facing elevation. A structure containing multiple middle housing units shall be considered a single residential structure for the purpose of house plan variety. This standard is met when front or street-facing elevations differ from one another due to different materials, articulation, roof type, inclusion of a porch, fenestration, and/or number of stories. Where façades repeat on the same block face, they must have at least three intervening residential structures between them that meet the above standard. Small Lot developments over ten acres shall include duplexes and/or two-unit townhouses comprising ten percent of the homes—corner locations are preferred.
- G. *Prohibited Building Materials.* The following construction materials may not be used as an exterior finish:
1. Vinyl siding.
  2. Wood fiber hardboard siding.
  3. Oriented strand board siding.
  4. Corrugated or ribbed metal.



5. Fiberglass panels.

(.17) *Fences:*

- A. Within Frog Pond West, fences shall comply with standards in 4.113 (.07) except as follows:
  1. Columns for the brick wall along Boeckman Road and Stafford Road shall be placed at lot corners where possible.
  2. A solid fence taller than four feet in height is not permitted within eight feet of the brick wall along Boeckman Road and Stafford Road, except for fences placed on the side lot line that are perpendicular to the brick wall and end at a column of the brick wall.
  3. Height transitions for fences shall occur at fence posts.

(.18) *Residential Structures Adjacent to Schools, Parks and Public Open Spaces.*

- A. *Purpose.* The purpose of these standards is to ensure that development adjacent to schools and parks is designed to enhance those public spaces with quality design that emphasizes active and safe use by people and is not dominated by driveways, fences, garages, and parking.
- B. *Applicability.* These standards apply to development that is adjacent to or faces schools and parks. As used here, the term adjacent includes development that is across a street or pedestrian connection from a school or park.
- C. *Development must utilize one or more of the following design elements:*
  1. Alley loaded garage access.
  2. On corner lots, placement of the garage and driveway on the side street that does not face the school, park, or public open space.
  3. Recess of the garage a minimum of four feet from the front façade of the home. A second story above the garage, with windows, is encouraged for this option.
- D. Development must be oriented so that the fronts or sides of residential structures face adjacent schools or parks. Rear yards and rear fences may generally not face the schools or parks, unless approved through the waiver process of 4.118 upon a finding that there is no practicable alternative due to the size, shape or other physical constraint of the subject property.

(Ord. No. 806, 7-17-2017)

## Section 4.113. Standards Applying to Residential Developments in any Zone.

### (.01) Open Space:

- A. *Purpose.* The purposes of the following standards for open space are to provide adequate light, air, open space and usable recreational facilities to occupants of each residential development.
- B. *Applicability.*
  - 1. The open space standards of this subsection shall apply to the following:
    - a. Subdivisions.
    - b. Planned Developments.
    - c. Multi-family Development.
  - 2. These standards do not apply to the following:
    - a. Partitions for non-Multi-family development. However, serial or adjacent partitions shall not be used to avoid the requirements.
    - b. Middle Housing Land Divisions.
- C. *Area Required.* The minimum open space area required in a development is an area equal to 25 percent of the size of the Gross Development Area except if reduced for shared parking pursuant to Subsection 4.155(.03)S.
- D. *Required Open Space Characteristics:*
  - 1. *Size of Individual Open Spaces.* For developments with ten or more lots buildable with dwelling units (or ten or more multi-family units) an open space area must be at least 2,000 square feet to be counted towards the 25 percent open space requirement. For developments with less than ten lots buildable with dwelling units (or less than ten multi-family units) an open space area must be at least 1,000 square feet to be counted towards the 25 percent open space requirement.
  - 2. *Types of Open Space and Ownership.* The following types of areas count towards the minimum open space requirement if they are or will be owned by the City, a homeowners' association or similar joint ownership entity, or the property owner for Multi-family Development.
    - a. Preserved wetlands and their buffers, natural and/or treed areas, including those within the SROZ
    - b. New natural/wildlife habitat areas
    - c. Non-fenced vegetated stormwater features
    - d. Play areas and play structures
    - e. Open grass area for recreational play
    - f. Swimming and wading areas
    - g. Other areas similar to a. through f. that are [publicly] accessible
    - h. Walking paths besides required sidewalks in the public right-of-way or along a private drive.
  - 3. *Usable open space requirements.* Half of the minimum open space area, an area equal to 12.5 percent of the size of the Gross Development Area, shall be located outside the SROZ and be

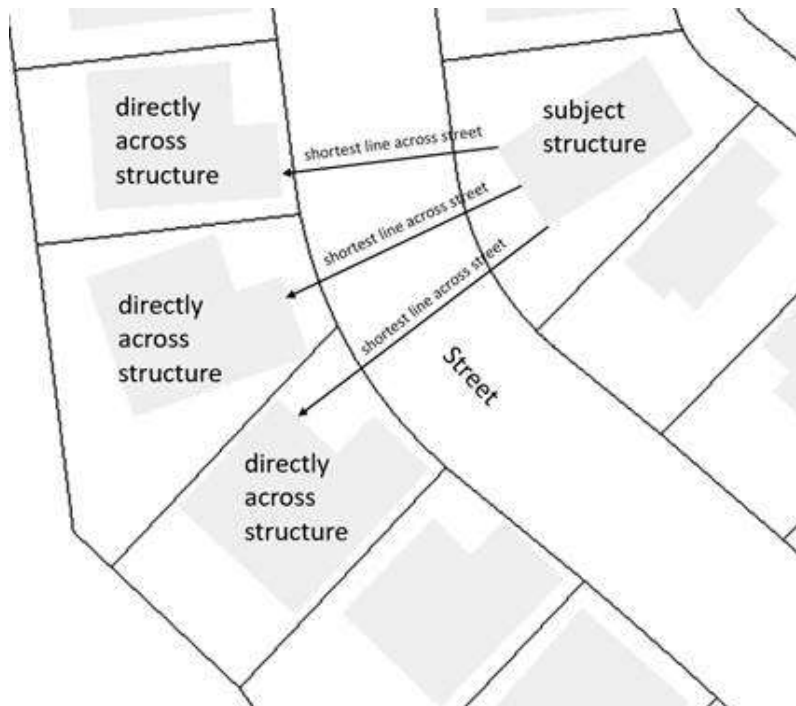
usable open space programmed for active recreational use. Any open space considered usable open space programmed for active recreation use shall meet the following requirements.

- a. Be designed by a registered professional landscape architect with experience designing residential park areas. An affidavit of such professional's credentials shall be included in the development application material.
  - b. Be designed and programmed for a variety of age groups or other user groups.
4. *Enhancing Existing Wildlife Habitat through Design of Open Space:*
- a. Open space designed, as wildlife habitat shall be placed adjacent to and connect to existing, preserved wildlife habitat to the extent feasible.
  - b. To the extent feasible, open space shall create or enhance connections between existing wildlife habitat.
- E. Any dedication of land as public park land must meet City parks standards. The square footage of any open space land outside the SROZ and BPA easements, whether dedicated to the public or not, shall be considered part of the Gross Development Area.
- F. Approval of open space must ensure the long-term protection and maintenance of open space and/or recreational areas. Where such protection or maintenance are the responsibility of a private party or homeowners' association, the City Attorney shall review any pertinent bylaws, covenants, or agreements prior to recordation.
- G. The open space requirements of this subsection are subject to adjustments in PDR zones pursuant to Subsection 4.124(.08).

(.14) Design Standards for Detached Single-family and Middle Housing.

- A. The standards in this subsection apply in all zones, except as indicated in 1.—2. below:
1. The Façade Variety standards in Subsection C.1. do not apply in the Village Zone or Residential Neighborhood Zones, as these zones have their own variety standards, except that the standards do apply within middle housing development with multiple detached units on a single lot which the standards of these zones do not address;
  2. The entry orientation and window standards for triplexes, quadplexes, and townhouses in Subsections D.1-2. and E. 2-3. do not apply in the Village Zone or Residential Neighborhood Zone as these zones have their own related standards applicable to all single-family and middle housing.
- B. For the purpose of this subsection the term "residential structure" is inclusive of a series of structures that are attached to one another such as a grouping of townhouses.
- C. Standards applicable to all residential structures except as noted in I. below.
1. *Façade Variety:*
    - a. Each public-facing façade of a residential structure shall differ from the public-facing façades of directly adjacent residential structures in at least one of the three ways listed in Subsection d. below.
    - b. Where public-facing façades repeat on the same block, at least two residential structures with different public-facing façades shall intervene between residential structures with the same public-facing façades, with sameness defined by not differing in at least one of the three ways listed in Subsection d. below.

- c. For façades of residential structures facing a public street, the façade of any residential structures directly across the street shall differ in at least one of the three ways listed in Subsection d. below. Directly across means any residential structure façade intersected by imaginary lines extending the shortest distance across the street from the mid-point of a façade and from the edges of a façade. See Figure 1 below.
- d. A façade shall be considered different if it differs from another façade in at least one of the following ways:
- Variation in type, placement, or width of architectural projections (such as porches, dormers, or gables) or other features that are used to meet the Articulation standards in Subsection (.14)C.2.b or Subsection (.14)E.4. If adjacent or opposite façades feature the same projection type, the projections on adjacent/opposite façades must differ in at least one of the following ways:
    - At least 20 percent difference in width; or
    - Horizontally offset by at least five feet. For the purposes of this standard, "offset" means a measurable difference of at least five feet from the left edge of the projection to the left edge of the front façade or at least five feet from the right edge of the projection to the right edge of the front façade.
  - At least 20 percent of the façade (excluding glazing) is covered by different exterior finish materials. The use of the same material in different types of siding (e.g., cedar shingles vs. cedar lap siding) shall be considered different materials for the purpose of this standard.
  - Variation in primary paint color as determined by a LRV (Light Reflectance Value) difference of at least 15 percent.





**Figure 1. Determining If A Residential Structure is Directly Across the Street from Another**

2. *Architectural Consistency and Interest.*

- a. Architectural styles shall not be mixed within the same residential structure (a series of attached structures is one structure for the purpose of these standards). Architectural style consistency is defined by adherence to all of the following:
  - i. Use of the same primary and supporting façade materials throughout the structure.
  - ii. Use of no more than two roof pitch angles.
  - iii. Use of the same door size for each primary entrance in the structure.
- b. Articulation. All public-facing façades of residential structures, other than townhouses, shall incorporate the following design elements at a minimum interval of every 30 feet, except as noted in 2.c. below. The minimum number of design elements is determined by dividing the façade length by 30 and rounding up to the nearest whole number. For townhouse articulation standards, see subsection (.14)E.4.
  - i. varying rooflines.
  - ii. offsets of at least 12 inches.
  - iii. balconies.
  - iv. projections of at least 12 inches and width of at least three feet.
  - v. porches.
  - vi. entrances that are recessed at least 24 inches or covered.
  - vii. dormers at least three feet wide.
- c. For structures with two or more dwelling units, a single design element that spans at least 50 percent of the façade of two adjacent units can count as two articulation elements to meet the standard in subsection b. and can meet the standard for 60 feet of façade width (two adjacent 30 foot intervals). Such elements may overlap horizontally with other required design elements on the façade.
- d. Articulation Element Variety: Different articulation elements shall be used as provided below. For the purpose of this standard, a "different element" is defined as one of the following: a completely different element from the list in subsection 2.b above; the same type of element but at least 50 percent larger; or for varying rooflines, vertically offset by at least three feet.
  - i. Where two to four elements are required on a façade, at least two different elements shall be used.
  - ii. Where more than four elements are required on a façade, at least three different elements shall be used.
- e. Reductions to required windows percentage: The required percent of façade of a residential structure in the public-facing façade covered by windows or entry doors for single-family or middle housing in any zone may be reduced to the percentages that follows:
  - i. For of 1.5 or 2-story façades facing the front or rear lot line:

- 12.5 percent if six of the design features in Subsection e.v. below are used.
- Ten percent if seven or more of the design features in Subsection e.v. below are used.
- ii. For 1-story façades facing the front or rear lot line;
  - 12.5 percent if less than six design features in Subsection e.v. are used
  - ten percent if six or more design features in Subsection e.v. are used
- iii. For façades facing a side lot line:
  - Five percent regardless of the number of design features
- iv. Glass block does not count towards meeting window and entry percentage
- v. Window reduction design features:
  - Dormers at least three feet wide.
  - Covered porch entry—minimum 48 square foot covered front porch, minimum six feet deep and minimum of a six foot deep cover. A covered front stoop with minimum 24 square foot area, four foot depth and hand rails meets this standard.
  - Front porch railing around at least two sides of the porch.
  - Second story balcony—projecting from the wall of the building a minimum of four feet and enclosed by a railing or parapet wall.
  - Roof overhang of eight inches or greater.
  - Columns, pillars or posts at least four inches wide and containing larger base materials.
  - Decorative gables—cross or diagonal bracing, shingles, trim, corbels, exposed rafter ends or brackets (does not include a garage gable if garage projects beyond dwelling unit portion of street façade).
  - Decorative molding above windows and doors.
  - Decorative pilaster or chimneys.
  - Bay or bow windows—extending a minimum of 12 inches outward from the main wall of a building and forming a bay or alcove in a room within the building.
  - Sidelight and/or transom windows associated with the front door or windows in the front door.
  - Window grids on all façade windows visible from behind fences (excluding any windows in the garage door or front door).
  - Maximum nine foot wide garage doors or a garage door designed to resemble two smaller garage doors and/or windows in the garage door (only applicable to street facing garages).
  - Decorative base materials such as natural stone, cultured stone or brick extending at least 36 inches above adjacent finished grade occupying a

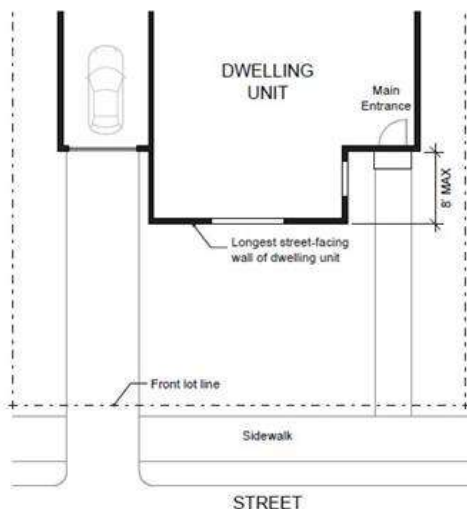
minimum of ten percent of the overall primary street facing façade. This design element does not count if behind a site-obscuring fence.

- Entry courtyards which are visible from, and connected directly to, the street. Courtyards shall have a minimum depth of ten feet and minimum width of 80 percent of the non-garage/driveway building width to be counted as a design element.

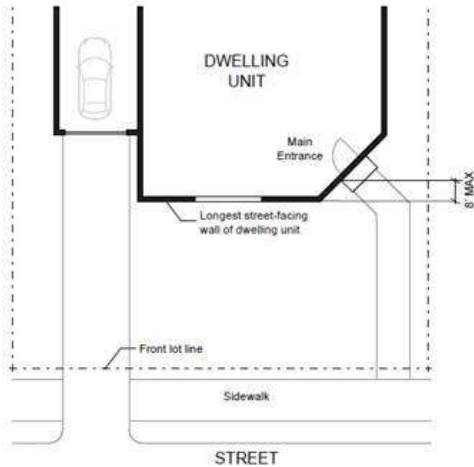
D. Standards applicable to Triplexes and Quadplexes except as noted in I. below.

1. *Entry Orientation.*

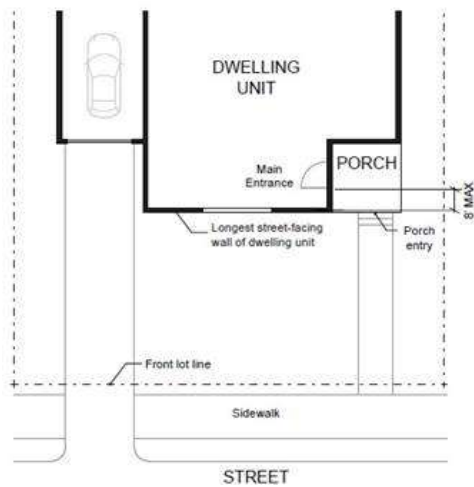
- a. At least one main entrance for each triplex or quadplex must meet the standards in subsections b. and c. below.
- b. The entrance must be within eight feet of the longest street-facing exterior wall of the dwelling unit or if no exterior wall faces a street the front of the dwelling unit facing a common drive or open space as designated by the applicant; and
- c. The entrance must either:
  - i. Face the street (see Figure 2. Main Entrance Facing the Street);
  - ii. Be at an angle of up to 45 degrees from the street (see Figure 3. Main Entrance at 45 degree angle from the street); or
  - iii. Open onto a porch (see Figure 4. Main Entrance Opening onto a Porch). The porch must:
    - Be at least 25 square feet in area; and
    - Have at least one entrance facing the street or have a roof.



**Figure 2. Main Entrance Facing the Street**



**Figure 3. Main Entrance at 45° Angle from the Street**



**Figure 4. Main Entrance Opening onto a Porch**

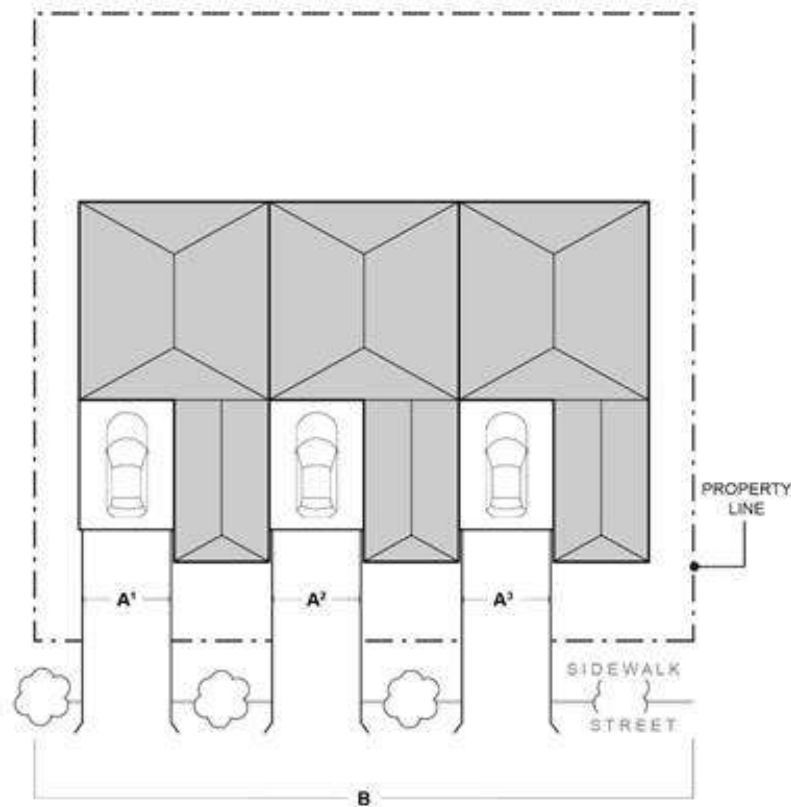
2. *Windows.* A minimum of 15 percent of the area of all street-facing façades must include windows or entrance doors. Façades separated from the street property line by a dwelling are exempt from meeting this standard. See Figure 5. Window Coverage.





**Figure 5. Window Coverage**

3. *Garages and Off-Street Parking Areas.* The combined width of all garages and outdoor on-site parking and maneuvering areas shall not exceed a total of 50 percent of any street frontage (other than an alley) (see Figure 6. Width of Garages and Parking Areas).



- (A) Garage and on-site parking and maneuvering areas
- (B) Total street frontage

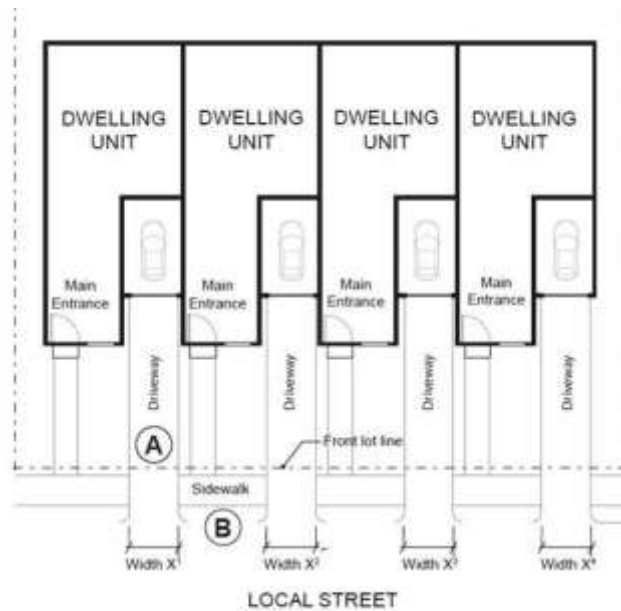
$$\frac{A^1 + A^2 + A^3}{B} \leq 50\%$$

**Figure 6. Width of Garages and Parking Areas**

4. *Driveway Approach.* Driveway approaches must comply with all of the following:
  - a. The total width of all driveway approaches must not exceed 32 feet per frontage, as measured at the property line (see Figure 7. Driveway Approach Width and Separation on Local Street). For lots or parcels with more than one frontage, see subsection c.
  - b. Driveway approaches may be separated when located on a local street.
  - c. In addition, lots or parcels with more than one frontage must comply with the following:
    - i. Lots or parcels must access the street with the lowest transportation classification for vehicle traffic. For lots or parcels abutting an alley that is improved with a paved surface, access must be taken from the alley (see Figure 8. Alley Access).
    - ii. Lots or parcels with frontages only on collectors and/or arterial streets must meet the access standards in the Wilsonville Public Works Standards.

iii. Lots or parcels with frontages only on local streets may have either:

- Two driveway approaches not exceeding 32 feet in total width on one frontage; or
- One maximum 16-foot-wide driveway approach per frontage (see Figure 9. Driveway Approach Options for Multiple Local Street Frontages).



(A)  $X^1 + X^2 + X^3 + X^4$  must not exceed 32 feet per frontage.

(B) Driveway approaches may be separated when located on a local street

Figure 7. Driveway Approach Width and Separation on Local Street

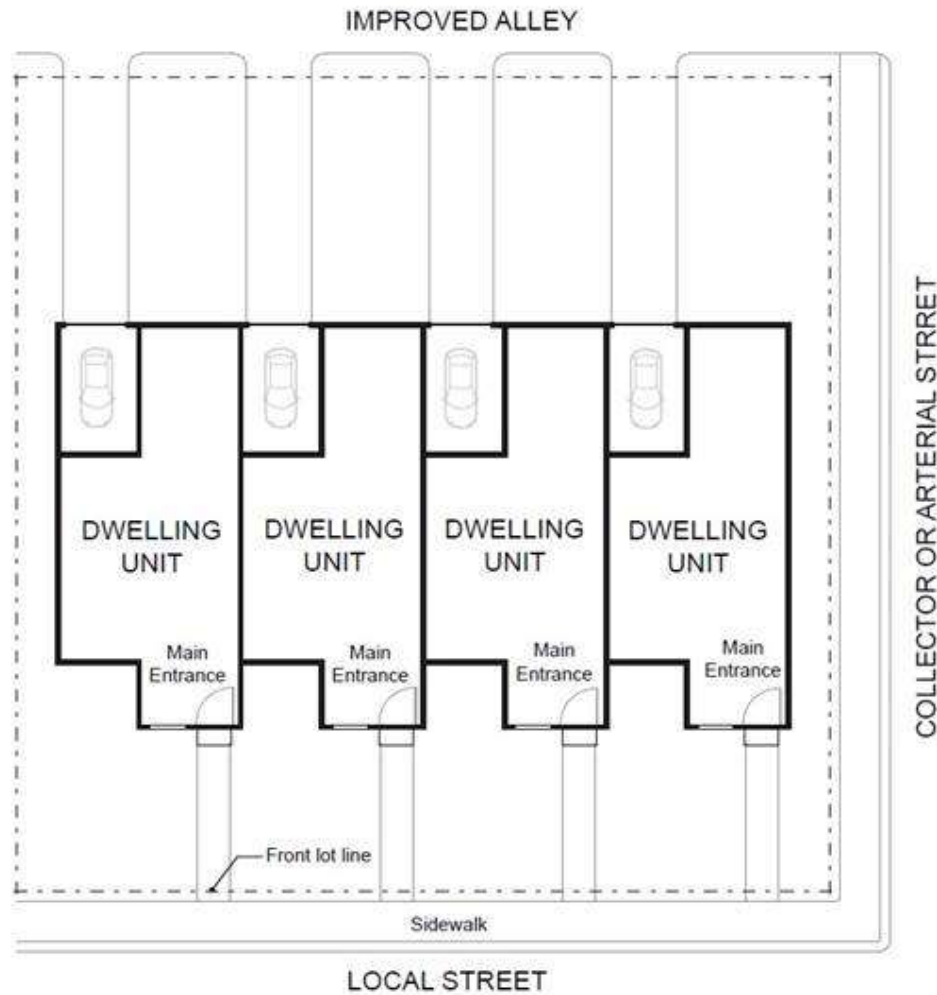
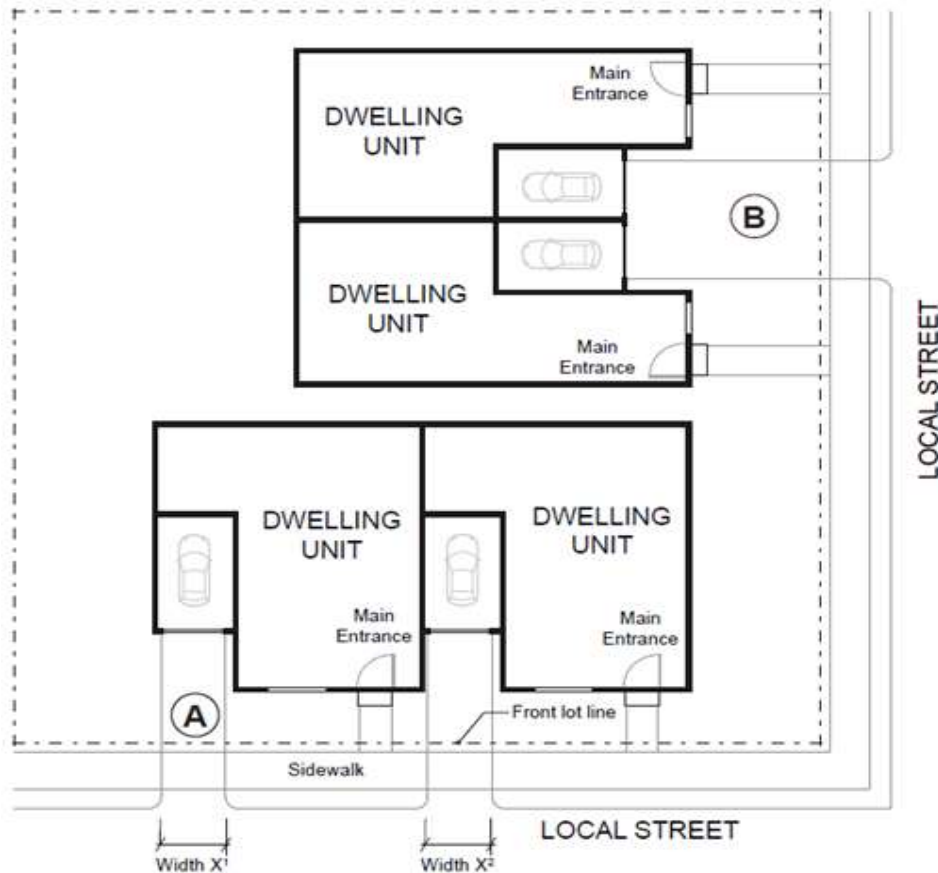


Figure 8. Alley Access



Options for site with more than one frontage on local streets:

- A** Two driveway approaches not exceeding 32 feet in total width on one frontage (as measured  $X1 + X2$ ); or
- B** One maximum 16-foot-wide driveway approach per frontage.

(Note: Both options are depicted here for illustrative purposes only. The standards do not allow both Options A and B on the same site.)

**Figure 9. Driveway Approach Options for Multiple Local Street Frontages**

**E. Standards applicable to Townhouses.**

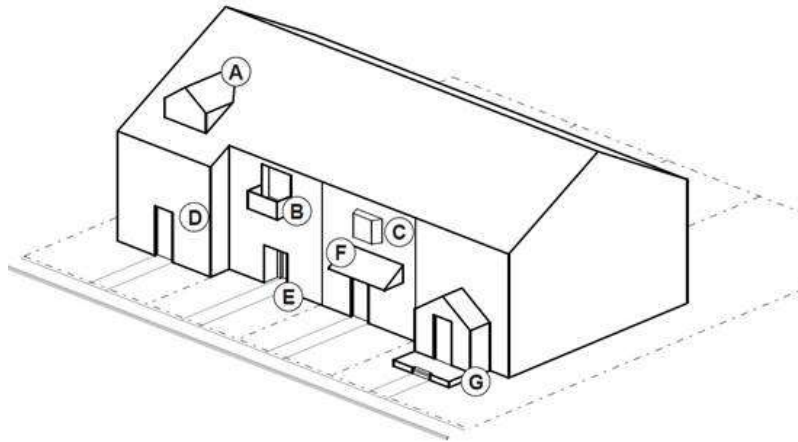
**1. Number of Attached Dwelling Units.**

- a. Minimum. A townhouse project must contain at least two attached units.
- b. Maximum. The maximum number of townhouse units that may be attached together to form a group is specified below.
  - R, OTR, PDR-1—PDR-3 Zones: maximum four attached units per group
  - RN, V, PDR-4—PDR-7 Zones: maximum eight attached units per group, except for initial development in Frog Pond West per Section 4.124.

**2. Entry Orientation.** The main entrance of each townhouse unit must:



- a. Be within eight feet of the longest wall of the dwelling unit facing a street or private drive;  
and
  - b. Either:
    - i. Face the street or private drive (see Figure 2. Main Entrance Facing the Street);
    - ii. Be at an angle of up to 45 degrees from the street or private drive (see Figure 3. Main Entrance at 45° Angle from the Street);
    - iii. Face a common open space or private access or driveway that is abutted by dwellings on at least two sides; or
    - iv. Open onto a porch (see Figure 4. Main Entrance Opening onto a Porch). The porch must:
      - A. Be at least 25 square feet in area; and
      - B. Have at least one entrance facing the street or private drive or have a roof.
3. *Windows.* A minimum of 15 percent of the area of all public-facing façades on each individual unit must include windows or entrance doors. Half of the window area in the door of an attached garage may count toward meeting this standard. See Figure 5. Window Coverage.
4. *Unit definition.* Each townhouse unit must include at least one of the items listed in a. through g. below on at least one public-facing façade (see Figure 10. Townhouse Unit Definition). Alternatively, if a single item from the list below spans across at least 50 percent of two adjacent townhouse units, it can meet the standard for two units.
- a. A roof dormer a minimum of four feet in width, or
  - b. A balcony a minimum of two feet in depth and four feet in width and accessible from an interior room, or
  - c. A bay window that extends from the façade a minimum of two feet, or
  - d. An offset of the façade of a minimum of two feet in depth, either from the neighboring townhouse or within the façade of a single townhouse, or
  - e. An entryway that is recessed a minimum of three feet, or
  - f. A covered entryway with a minimum depth of four feet, or
  - g. A porch meeting the standards of subsection (.14)E.2.b.iv.
- Balconies and bay windows may encroach into a required setback area, pursuant to Section 4.180.

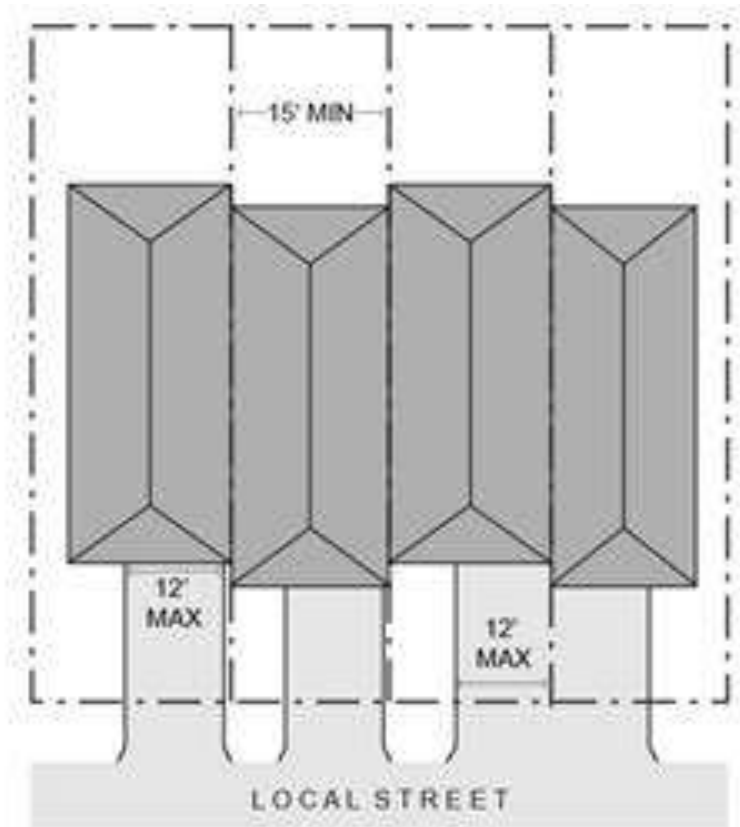


- (A) Roof dormer, minimum of 4 feet wide
- (B) Balcony, minimum 2 feet deep and 4 feet wide. Accessible from interior room.
- (C) Bay window extending minimum of 2 feet from facade
- (D) Facade offset, minimum of 2 feet deep
- (E) Recessed entryway, minimum 3 feet deep
- (F) Covered entryway, minimum of 4 feet deep
- (G) Porch, meets standards of subsection (1)(b)(iv) of section (C)

**Figure 10. Townhouse Unit Definition**

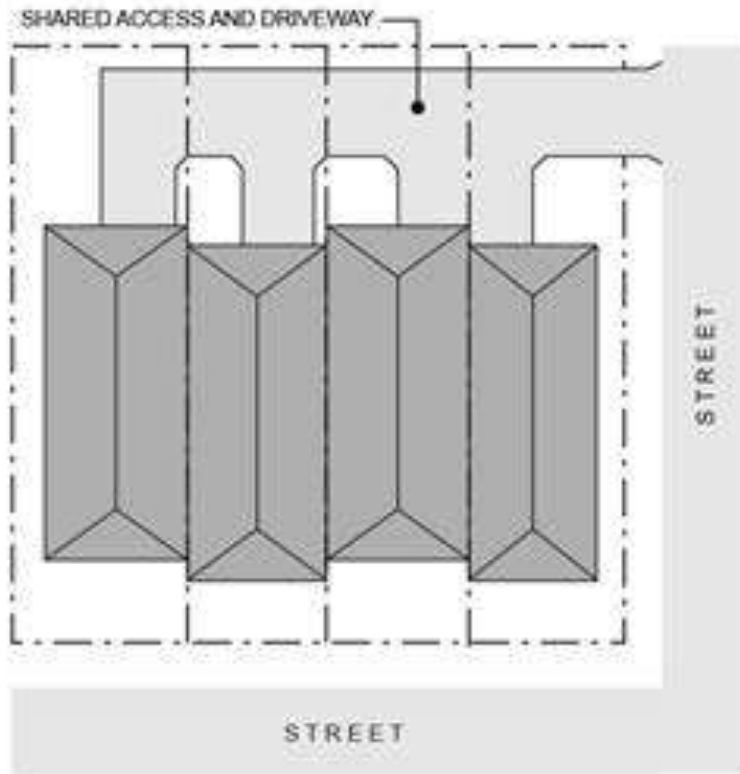
5. **Driveway Access and Parking.** Townhouses with frontage on a street or private drive shall meet the following standards:
  - a. **Alley Access.** Townhouse project sites abutting an alley that is improved with pavement shall take access to the rear of townhouse units from the alley rather than the public street.
  - b. **Front Access.** Garages on the front façade of a townhouse, off-street parking areas in the front yard, and driveways in front of a townhouse are allowed if they meet the following standards (see Figure 11. Townhouses with Parking in Front Yard).
    - i. Each townhouse lot has a street frontage of at least 20 feet on a local street.
    - ii. A maximum of one driveway approach is allowed for every townhouse. Driveway approaches and/or driveways may be shared.
    - iii. Outdoor on-site parking and maneuvering areas do not exceed 12 feet wide on any lot.

- iv. The garage width does not exceed 12 feet, as measured from the inside of the garage door frame.



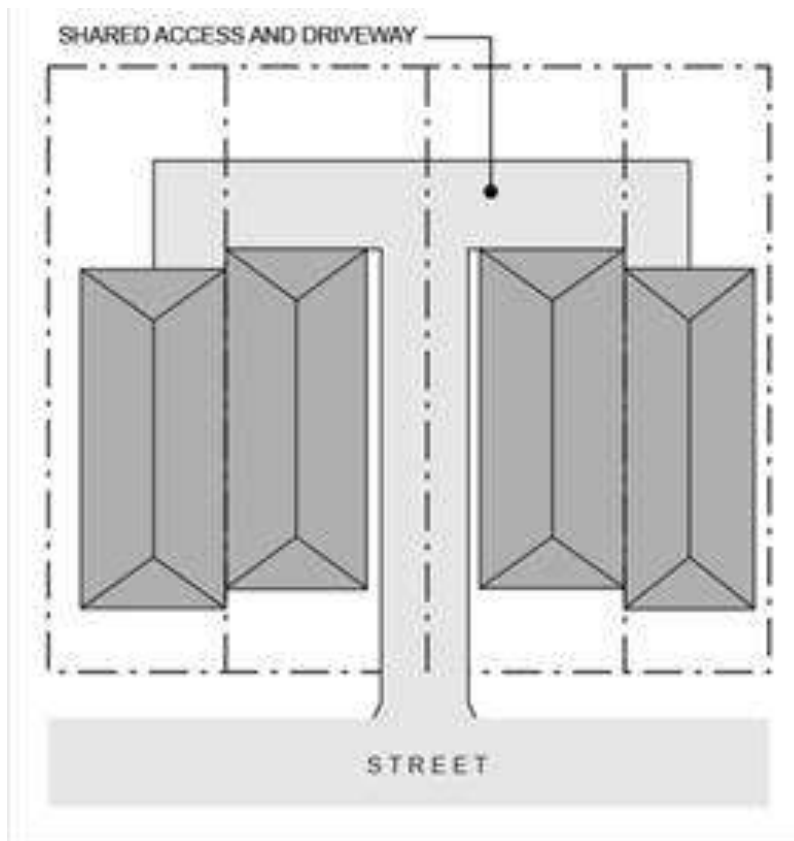
**Figure 11. Townhouses with Parking in Front Yard**

- c. *Shared Access.* The following standards apply to driveways and parking areas for townhouse projects that do not meet all of the standards in subsections a. or b.
  - i. Off-street parking areas shall be accessed on the back façade or located in the rear yard. No off-street parking shall be allowed in the front yard or side yard of a townhouse.
  - ii. A townhouse project that includes a corner lot shall take access from a single driveway approach on the side of the corner lot. See Figure 12. Townhouses on Corner Lot with Shared Access.



**Figure 12. Townhouses on Corner Lot with Shared Access**

- iii. Townhouse projects that do not include a corner lot shall consolidate access for all lots into a single driveway. The driveway and approach are not allowed in the area directly between the front façade and front lot line of any of the townhouses. See Figure 13. Townhouses with Consolidated Access.

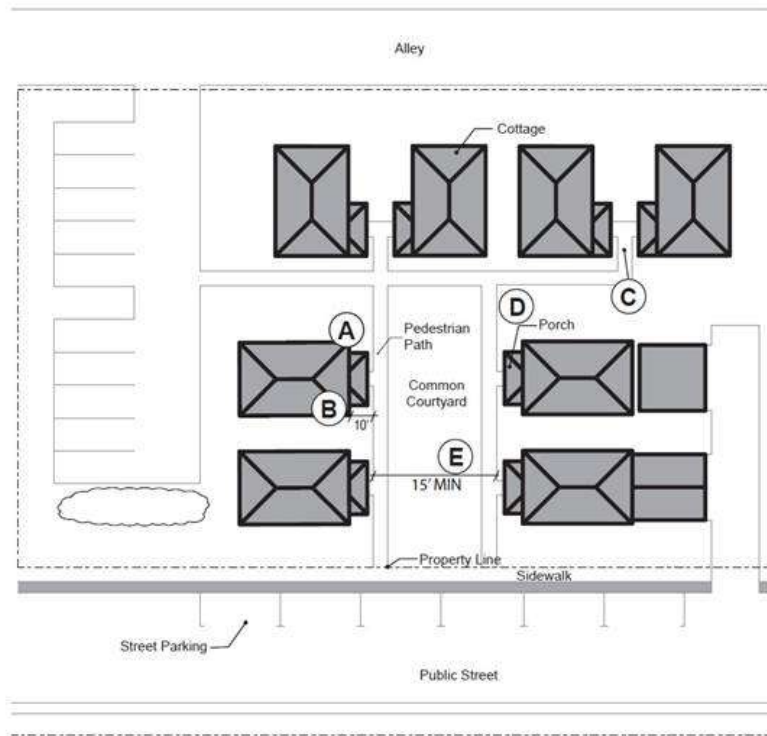


**Figure 13. Townhouses with Consolidated Access**

- iv. A townhouse project that includes consolidated access or shared driveways shall grant access easements to allow normal vehicular access and emergency access.
- F. Standards applicable to Cottage Clusters.
- 1. *Courtyard Required.* All cottages within a single cottage cluster must share a common courtyard. A cottage cluster project may include more than one cluster and more than one common courtyard.
  - 2. *Number of Dwellings.*
    - a. A single cottage cluster shall contain a minimum of four and a maximum of eight cottages.
  - 3. *Setbacks.*
    - a. *Building Separation.* Cottages shall be separated by a minimum distance of six feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.
    - b. All other setbacks are provided in section (.02) or in the applicable base zone.
  - 4. *Building Height.* The maximum building height for all structures is 25 feet.



5. *Footprint.* The maximum building footprint for each cottage is 900 square feet. Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint.
6. *Maximum Habitable Floor Area.* The maximum habitable floor area of each cottage is 1,400 square feet.
7. *Cottage Orientation.* Cottages must be clustered around a common courtyard and must meet the following standards (see Figure 14. Cottage Cluster Orientation and Common Courtyard Standards):
  - a. Each cottage within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path.
  - b. A minimum of 50 percent of cottages within a cluster must be oriented to the common courtyard and must:
    - i. Have a main entrance facing the common courtyard;
    - ii. Be within ten feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and
    - iii. Be connected to the common courtyard by a pedestrian path.
  - c. Cottages within 20 feet of a street property line may have their entrances facing the street.
  - d. Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.
8. *Common Courtyard Design Standards.* Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards (see Figure 14. Cottage Cluster Orientation and Common Courtyard Standards):
  - a. The common courtyard must be a single, contiguous piece.
  - b. Cottages must abut the common courtyard on at least two sides of the courtyard.
  - c. The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster.
  - d. The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.
  - e. The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.
  - f. Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.



- A** A minimum of 50% of cottages must be oriented to the common courtyard.
- B** Cottages oriented to the common courtyard must be within 10 feet of the courtyard.
- C** Cottages must be connected to the common courtyard by a pedestrian path.
- D** Cottages must abut the courtyard on at least two sides of the courtyard.
- E** The common courtyard must be at least 15 feet wide at its narrowest width.

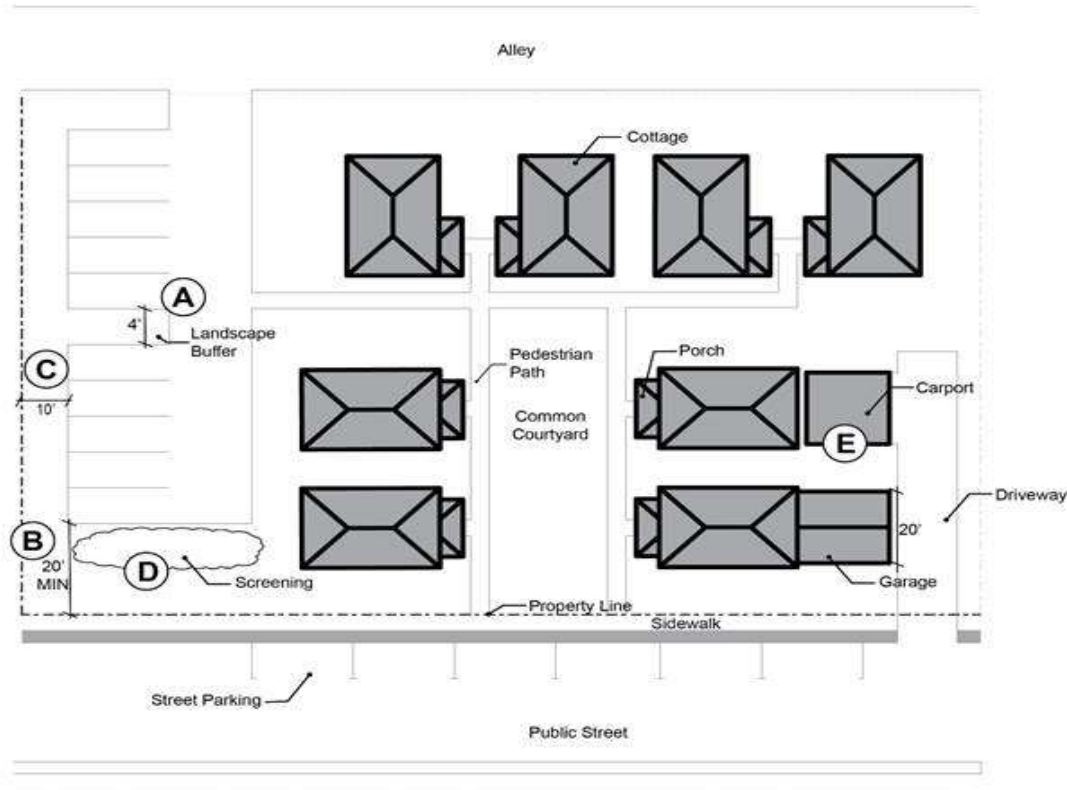
**Figure 14. Cottage Cluster Orientation and Common Courtyard Standards**

9. **Community Buildings.** Cottage cluster projects may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, or community eating areas. Community buildings must meet the following standards:
  - a. Each cottage cluster is permitted one community building.
  - b. The community building shall have a maximum floor area of 1,400 sf.
  - c. A community building that meets the definition of a dwelling unit must meet the maximum 900 square foot footprint limitation that applies to cottages (pursuant to subsection (.14)(F.5.)), unless a covenant is recorded against the property stating that the structure is not a legal dwelling unit and will not be used as a primary dwelling.
10. **Pedestrian Access.**

- a. An accessible pedestrian path must be provided that connects the main entrance of each cottage to the following:
    - i. The common courtyard;
    - ii. Shared parking areas;
    - iii. Community buildings; and
    - iv. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
  - b. The pedestrian path must be hard-surfaced and a minimum of four feet wide.
11. *Windows.* Cottages within 20 feet of a street property line must meet any window coverage requirements of the applicable base zone.
12. *Parking Design (see Figure 15. Cottage Cluster Parking Design Standards).*
  - a. *Clustered parking.* Off-street parking may be arranged in clusters, subject to the following standards:
    - i. A parking cluster must not exceed five contiguous spaces.
    - ii. Parking clusters must be separated from other spaces by at least four feet of landscaping.
    - iii. Clustered parking areas may be covered.
    - iv. Parking areas must also meet the standards in Subsections 4.155(.02)—(.03), except where they conflict with these standards.
  - b. *Parking location and access.*
    - i. Off-street parking spaces and vehicle maneuvering areas shall not be located between a street property line and the front façade of cottages located closest to the street property line. This standard does not apply to alleys.
    - ii. Off-street parking spaces shall not be located within ten feet of any property line, except alley property lines.
    - iii. Driveways and drive aisles are permitted within ten feet of property lines.
  - c. *Screening.* Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.
  - d. *Garages and carports.*
    - i. Garages and carports (whether shared or individual) must not abut common courtyards.
    - ii. Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.
    - iii. Individual detached garages must not exceed 400 square feet in floor area.
    - iv. Garage doors for attached and detached individual garages must not exceed 20 feet in width.
13. *Accessory Buildings.* Accessory buildings must not exceed 400 square feet in floor area.
14. *Existing Structures.* On a lot or parcel to be used for a cottage cluster project, an existing detached single-family detached dwelling on the same lot at the time of proposed development

of the cottage cluster may remain within the cottage cluster project area under the following conditions:

- The existing dwelling may be nonconforming with respect to the requirements of this subsection (.14)F.
- The existing dwelling may be expanded up to a maximum height of 25 feet or a maximum building footprint of 900 square feet; however, existing dwellings that exceed these maximum height and/or footprint standards may not be expanded.
- The existing dwelling shall be excluded from the calculation of orientation toward the common courtyard, per subsection (.14)F.7.b.



- Parking allowed in clusters of up to 5 spaces. Clusters separated by minimum 4 feet of landscaping.
- No parking or vehicle area within 20 feet from street property line (except alley).
- No parking within 10 feet from other property lines (except alley). Driveways and drive aisles permitted within 10 feet.
- Screening required between clustered parking areas or parking structures and public streets or common courtyards.
- Garages and carports must not abut common courtyards. Garage doors for individual garages must not exceed 20 feet in width.

**Figure 15. Cottage Cluster Parking Design Standards**

- Standards applicable to Cluster Housing besides Cottage Clusters.

1. *Architectural Consistency.* Architecture shall be consistent within the same two-unit, three-unit, or four-unit cluster. However, facade variety standards in Subsection (.14)C.1. shall continue to apply. Architectural consistency is defined by adherence to all of the following:
  - a. Use of the same primary and supporting façade materials throughout the cluster.
  - b. Use of no more than two roof pitch angles.
  - c. Use of the same door size for each primary entrance in the structures.
2. *Entry Orientation.*
  - a. The entry orientation standards apply as follows:
    - i. At least one main entrance for each cluster home must meet the standards in subsections b and c below.
  - b. The entrance must be within eight feet of the longest street-facing exterior wall of the dwelling unit or if no exterior wall faces a street the front of the dwelling unit, facing a common drive or open space as designated by the applicant; and
  - c. The entrance must either:
    - i. Face the street (see Figure 2. Main Entrance Facing the Street);
    - ii. Be at an angle of up to 45 degrees from the street (see Figure 3. Main Entrance at 45° Angle from the Street); or
    - iii. Open onto a porch (see Figure 4. Main Entrance Opening onto a Porch). The porch must:
      - Be at least 25 square feet in area; and
      - Have at least one entrance facing the street or have a roof.
3. *Windows.* A minimum of 15 percent of the area of all street-facing facades must include windows or entrance doors. Facades separated from the street property line by a dwelling are exempt from meeting this standard. See Figure 5. Window Coverage.
4. *Garages and Off-Street Parking Areas.* The combined width of all garages and outdoor on-site parking and maneuvering areas shall not exceed a total of 50 percent of any street frontage (other than an alley). Garages and off-street parking areas that are separated from the street property line by a dwelling are not subject to this standard. (See Figure 6. Width of Garages and Parking Areas).
5. *Driveway Approach.* Driveway approaches must comply with all of the following:
  - a. The total width of all driveway approaches must not exceed 32 feet per frontage, as measured at the property line (see Figure 7. Driveway Approach Width and Separation on Local Street). For lots or parcels with more than one frontage, see subsection c.
  - b. Driveway approaches may be separated when located on a local street.
  - c. In addition, lots or parcels with more than one frontage must comply with the following:
    - i. Lots or parcels must access the street with the lowest transportation classification for vehicle traffic. For lots or parcels abutting an alley that is improved with pavement access must be taken from the alley (see Figure 8. Alley Access).



- ii. Lots or parcels with frontages only on collectors and/or arterial streets must meet the access standards in the Wilsonville Public Works Standards.
  - iii. Lots or parcels with frontages only on local streets may have either:
    - Two driveway approaches not exceeding 32 feet in total width on one frontage; or
    - One maximum 16-foot-wide driveway approach per frontage (see Figure 9. Driveway Approach Options for Multiple Local Street Frontages).
- 6. *Setbacks.*
  - a. Building Separation. Cluster housing structures shall be separated by a minimum distance of six feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.
  - b. All other setbacks are provided in the applicable base zone.
- 7. *Pedestrian Access.*
  - a. An accessible pedestrian path must be provided that connects the main entrance of each unit to the following:
    - i. Shared open space;
    - ii. Shared parking areas; and
    - iv. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
  - b. The pedestrian path must be hard-surfaced and a minimum of four feet wide.
- H. Combining Unit Types in One Development.
  - 1. If a project proposes a mix of middle housing types which creates a conflict with various standards, the more restrictive standards shall apply.
- I. Existing Structures and Conversions:
  - 1. Where a residential structure is converted from one type of dwelling unit to another without any additions, the design standards in C.—H. do not apply.
  - 2. Where a residential structure is added on to, the design standards in C.—H. only apply if the footprint is expanded by 25 percent or more.
- J. Alternative Discretionary Review: As an alternative to meeting one or more design standards of this subsection an applicant may request Site Design Review by the Development Review Board of a proposed design. In addition to the Site Design Review Standards, affirmative findings shall be made that the following standards are met:
  - 1. The request is compatible with existing surrounding development in terms of placement of buildings, scale of buildings, and architectural design;
  - 2. The request is due to special conditions or circumstances that make it difficult to comply with the applicable Design Standards, or the request would achieve a design that is superior to the design that could be achieved by complying with the applicable Design Standards; and
  - 3. The request continues to comply with and be consistent with State statute and rules related to Middle Housing, including being consistent with State definitions of different Middle Housing types.

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(Ord. No. 677, 3-1-2010; Ord. No. 682, 9-9-2010; Ord. No. 704, 6-18-2012; Ord. No. 806, 7-17-2017; Ord. No. 825, 10-15-2018; Ord. No. 841, eff. 6-4-2020)

**CITY COUNCIL ROLLING SCHEDULE**  
**Board and Commission Meetings**  
**Items known as of 02/01/23**

Item 4.

**February**

Date	Day	Time	Event	Location
2/8	Wednesday	6:00 pm	Planning Commission	Council Chambers
2/8	Wednesday	6:00 pm	Kitakata Sister City Advisory Comm.	Parks & Rec Admin Bldg.
2/13	Monday	6:30 pm	DRB Panel A	Council Chambers
2/14	Tuesday	6:00 pm	Diversity, Equity and Inclusion Committee & Subcommittee	Council Chambers
2/15	Wednesday	5:00 pm	Arts, Culture and Heritage Comm.	Council Chambers
2/20	Office	Closed	President's Day	OFFICE CLOSED
2/22	Wednesday	6:30 pm	Library Board	Library
2/23	Thursday	7:00 pm	City Council Meeting	Council Chambers
2/27	Monday	6:30 pm	DRB Panel B	Council Chambers

**March**

Date	Day	Time	Event	Location
3/6	Monday	7:00 pm	City Council Meeting	Council Chambers
3/8	Wednesday	6:00 pm	Planning Commission	Council Chambers
3/8	Wednesday	6:00 pm	Kitakata Sister City Advisory Comm.	Parks & Rec Admin Bldg.
3/13	Monday	6:30 pm	DRB Panel A	Council Chambers
3/14	Tuesday	6:00 pm	Diversity, Equity and Inclusion Committee & Subcommittee	Council Chambers
3/15	Wednesday	5:00 pm	Arts, Culture and Heritage Comm.	Council Chambers
3/20	Monday	7:00 pm	City Council Meeting	Council Chambers
3/22	Wednesday	6:30 pm	Library Board	Library
3/27	Monday	6:30 pm	DRB Panel B	Council Chambers

**Community Events:**

2/7 Chair Y.E.S! 8:30 am, Wilsonville Community Center  
 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 Zumba Gold, 9:40 am, Wilsonville Community Center  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Library  
 English Class, 10:30 am, Wilsonville Library

Toddler & Baby Time, 11:15 am, Wilsonville Library  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Oil Painting, 5:30 pm, Parks & Rec Admin Building  
 Lehan Lectures, 5:30 pm, Wilsonville Library, Oak Room  
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center

- 2/8 Winter Walk+Roll to School Day (all day)  
 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 STEAM Stuff, 1:00 pm, Wilsonville Library  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library  
 Zumba, 7:00 pm, Wilsonville Community Center
- 2/9 Virtual Reality Fitness, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 2/10 Play Group, 10:00 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 2/11 Barre, 9:00 am, Wilsonville Community Center  
 Oil Painting, 10:00 am, Parks & Rec Admin Building  
 Book Notes Concert, 2:00 pm, Wilsonville Library
- 2/13 Life 101-Healthy Bones and Aging, 10:30 am, Comm. Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center  
 Bridge Group, 1:00 pm, Wilsonville Community Center  
 Body Sculpt, 5:45 pm, Wilsonville Community Center
- 2/14 Chair Y.E.S! 8:30 am, Wilsonville Community Center  
 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 Zumba Gold, 9:40 am, Wilsonville Community Center  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Library  
 English Class, 10:30 am, Wilsonville Library  
 Toddler & Baby Time, 11:15 am, Wilsonville Library  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center

**Boards/Commissions  
Appointment List for  
February 6, 2023 Council Meeting**

**Development Review Board – Appointment**

Appointment of Alice Galloway Neely to the Development Review Board for a term beginning 2/6/2023 to 12/31/2024.

**Motion:** I move to ratify the appointment of Alice Galloway Neely to the Development Review Board for a term beginning 2/6/2023 to 12/31/2024.

**Kitakata Sister City Advisory Board – Appointment**

Appointment of Jenelle Reid to the Kitakata Sister City Advisory Board for a term beginning 2/6/2023 to 12/31/2025.

**Motion:** I move to ratify the appointment of Jenelle Reid to the Kitakata Sister City Advisory Board for a term beginning 2/6/2023 to 12/31/2025.





## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 6, 2023		<b>Subject: Resolution No. 2997</b> Authorizing the City Manager to Enter into an Amendment to the Development Agreement with Taylor Morrison Northwest, LLC for Completion of Improvements associated with Regional Park 5.  <b>Staff Member:</b> Amy Pepper, PE, Development Engineering Manager  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Villebois Village Master Plan.	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution amending the Development Agreement with Taylor Morrison Northwest, LLC for completion improvements associated with Regional Park 5 (RP 5) in Villebois.

**EXECUTIVE SUMMARY:**

The Clermont subdivision is the final residential subdivision located within the Villebois Village Master Plan area, approved for the construction of 87 new single-family homes. There are two regional parks (Regional Parks 5 and 6) located within the Clermont subdivision that are part of a public-private partnership between the City and Developer. The Development Review Board approval included a condition of approval to complete the park improvements prior to the release of the 45<sup>th</sup> building permit, unless weather or other circumstances prevented the completion of the improvements.

Taylor Morrison is currently working on constructing the improvements associated with Regional Parks 5 and 6. Regional Park 6 is on track to be complete in quarter 1 of 2023. In forecasting timelines for completion of the improvements, Taylor Morrison recognized that certain improvements, specifically application of the acrylic coating on the tennis courts at Regional Park 5, require certain moderate weather conditions that are not attainable in the winter.

On January 6, 2023, Taylor Morrison submitted a written request for the City to consider a modification to the existing Development Agreement to allow for the release of more than 45 building permits so that the acrylic coating can be applied under the manufacturer's recommended weather conditions (Attachment 1). Taylor Morrison has made significant progress in construction of the required park improvements. Regional Parks 5 and 6 will be completed and inspected, with the exception of the tennis court surfacing, by City staff prior to the 45<sup>th</sup> building permit being issued.

Staff reviewed the request and recommends modifying the Development Agreement to allow for issuance of up to 86 of the 87 permits and acceptance of a financial guarantee valued at 150% of the cost of installation of the acrylic coating.

**EXPECTED RESULTS:**

Allowing the issuance of up to 86 home permits results in a continued public-private partnership encouraging completion of public infrastructure and construction of new housing in a thoughtful manner.

**TIMELINE:**

The improvements associated with Regional Park 5 are anticipated to be completed by the summer of 2023.

**CURRENT YEAR BUDGET IMPACTS:**

The proposed amendment does not have any budget impacts for the City.

**COMMUNITY INVOLVEMENT PROCESS:**

The Clermont Development Preliminary Development Plan (PDP) 5 of Specific Area Plan North of Villebois ("PDP-5N") went through a quasi-judicial land use process under Planning Files DB18-0049-54, including a public hearing before the Development Review Board Panel B on November 26, 2018 and a public hearing for a zone map amendment before the City Council January 7, 2019.

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

Amending the Development Agreement to allow for completion of acrylic court surfacing components not able to be constructed in certain weather conditions provides for the build out of City infrastructure needs in conjunction with new home construction in a timely and cost-effective manner.

**ALTERNATIVES:**

Alternatively, the Council can deny the amendment and require the Developer to abide by the existing Development Agreement, which requires withholding of building permits after the 45<sup>th</sup> house until the improvements at Regional Parks 5 and 6 are complete, inspected and approved by the City. Although not favorable, this could cause the Developer to install the tennis court surfacing in conditions not recommended by the manufacturer and create potential long term maintenance issues. Staff does not recommend this course of action.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Taylor Morrison Northwest, LLC Request for Amendment
2. Resolution No. 2997
  - A. Amendment to Development Agreement between City of Wilsonville and Taylor Morrison Northwest, LLC.

January 6, 2023

City of Wilsonville  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

Attn: Chris Neamtzu – Community Development Director  
Re: Construction of Regional Park 5 & 6 – PDC 3

Mr. Neamtzu,

Taylor Morrison and its subcontractors are making good progress towards completion of the Regional Park 5 & 6 Project considering the challenges with supply chain issues, weather, longer than normal plan approval times, as well as labor shortages. Per the Development Agreement (DA), for TM to obtain its 45<sup>th</sup> building permit, all park and open spaces shall be complete per the conditions of approval PDC 3 as set forth by the Development Review Board (DRB).

The Condition of Approval PDC 3 referenced above, states that “If weather or other special circumstances prohibit completion, bonding for the improvements will be permitted.” This section is highlighted on the attached – page 2).

Current schedules of work progress show that the Regional Park 5 & 6 will be substantially completed the second week of February 2023 except for the acrylic court surfacing. It is anticipated that Taylor Morrison will start with the 45<sup>th</sup> building permit the middle to end of February 2023. The challenge in completing the Regional Park 5 & 6 is the Acrylic Surfacing cannot be installed unless the temperature is 50 degrees and rising, otherwise the materials will not harden, and the warranty is void. Based on historical weather data for Wilsonville, those required temperatures will not occur until April 1<sup>st</sup> at the earliest, causing the Clermont site completion to be gapped out at least 2 months.

In addition, City Parks Department would prefer us to wait for us to complete certain portions of the landscape work until warmer periods to increase the survivability of plants / trees and to increase the success rate of eradicating the invasive vegetation.

We are hereby formally requesting the Development Review Board Amend the Development Agreement and consent the releases of building permits beyond the 45<sup>th</sup> permit as allowed in the Condition of Approval PDC 3 due to weather prohibiting completion. The balance of the project will be substantially complete before the 45<sup>th</sup> building permit is needed. Taylor Morrison currently has in place a performance bond in the amount of \$1,117,480.50 (Bond No. US00120226SU22A), which can be replaced with a new bond to cover the court surfacing in addition to a full maintenance bond, until final acceptance of the project by City Parks staff.

Very truly yours,



Scott Nelson  
Land Project Manager

**RESOLUTION NO. 2997****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH TAYLOR MORRISON NORTHWEST, LLC REGARDING THE COMPLETION OF IMPROVEMENTS ASSOCIATED WITH REGIONAL PARK 5.**

WHEREAS, on November 15, 2021 the City Council adopted a Development Agreement with Taylor Morrison Northwest, LLC via Resolution No. 2935 that addressed the design, funding and construction of Regional Parks 5 and 6 which is incorporated by reference herein; and

WHEREAS, Condition of approval PFC 3 of Planning Case File No. DB18-0049 – DB18-0051 states *“All park and open space improvements approved by the Development Review Board shall be completed prior to the issuance of the 45<sup>th</sup> house permit for PDP 5 North. If weather or other special circumstances prohibit completion, bond for the improvements will be permitted”*; and;

WHEREAS, on January 6, 2023, Taylor Morrison submitted documentation that weather conditions prohibit the completion of improvements associated with Regional Park 5 and requested that the City allow for the issuance of more than 45 house permits; and;

WHEREAS, the City agrees to modify the Development Agreement to allow for the issuance of the 86<sup>th</sup> house prior to final completion of Regional Park 5 and accept a financial guarantee for the remaining improvements.

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

Section 1. The City of Wilsonville authorizes the City Manager to enter into and execute an amendment to the approved Development Agreement on behalf of the City of Wilsonville, with Taylor Morrison Northwest, LLC in substantially the form as attached hereto as Exhibit A.

Section 2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6<sup>th</sup> day of February, 2023, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Councilor Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. Amendment to Development Agreement with Taylor Morrison Northwest, LLC



**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
(Clermont Development)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is entered into by the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Taylor Morrison Northwest, LLC**, a Delaware limited liability company, as successor in interest to **Polygon WLH, LLC** (“Developer”) on this \_\_\_\_ day of February 2023 (“Effective Date”).

**RECITALS**

A. Developer has been approved by the City to develop eighty-one (81) homes in the residential subdivision referred to as Clermont (“Development”), located in the Villebois residential neighborhood of Wilsonville. In relation to the City’s approval of this Development, the parties entered into a Development Agreement (“Agreement”) dated November 17, 2021.

B. Pursuant to Condition of Approval PDC3, Finding C54 and the Agreement, Developer is required to construct Regional Park 6 and the remainder of Regional Park 5 before the City will issue any further building permits after the 44<sup>th</sup> house.

C. Developer has requested, via letter submitted to the City dated January 6, 2023, that the City allow the issuance of additional building permits beyond the forty-four (44) previously allowed under the Conditions of Approval and the Agreement due to weather-related issues that prevent completion of the acrylic court surfacing.

D. The City is willing to release up to eighty-six (86) of the eighty-seven (87 building permits) pending completion of the acrylic court surfacing, pursuant to the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Section 1 of the Agreement is hereby deleted and replaced with the following:**

**“1. Construction and Completion of RP6 and Remainder of RP5.** Developer shall construct and complete, or cause the construction and completion of, RP6 and the remainder of RP5, as set forth in the DRB conditions of approval and in accordance with the plans and specifications attached hereto as **Exhibit B**. Except as provided herein, the City shall not issue the building permit for the 45<sup>th</sup> house within PDP-5 until all ‘open space improvements approved by the Development Review Board’ within PDP-5, RP6, and the remainder of RP5 (collectively referred to as ‘Park and Open Space Improvements’) have been inspected and found to be complete by City Parks staff. The City may issue building permits up to and including the 80<sup>th</sup> house within PDP-5 so long as all Park and Open Space Improvements have been inspected and deemed complete by the City with the exception of acrylic court surfacing in RP5. For avoidance of doubt, all Park and Open Space Improvements, except for acrylic court surfacing, must be completed and inspected and approved by the City prior to the issuance of the 45<sup>th</sup> building permit, and the acrylic court surfacing must be completed and inspected and approved by the City prior to the issuance of the 81<sup>st</sup> building permit.

1.1. Financial Assurance. To assure compliance with the City's requirements and the provisions of this Agreement, prior to the issuance of the 45<sup>th</sup> building permit, Developer will tender to the City financial assurances that must be in the form of cash, a certified check, or an irrevocable letter of credit, in a form approved by the City, with liability in the amount of TWENTY-FOUR THOUSAND DOLLARS (\$24,000), which represents 150% of the cost of the acrylic court surfacing."

**2. All Other Terms.** All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this First Amendment.

The Developer and the City hereby agree to all provisions of this First Amendment.

**DEVELOPER:**

TAYLOR MORRISON NORTHWEST, LLC,  
a Delaware limited liability company

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

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

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

**CITY:**

CITY OF WILSONVILLE,  
a municipal corporation of the State of Oregon

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

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

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

APPROVED AS TO FORM FOR THE CITY:

\_\_\_\_\_  
Amanda Guile-Hinman, City Attorney



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 6, 2023		<b>Subject: Resolution No. 3008</b> Authorizing the City Manager to execute a Professional Services Agreement with Consor North America, Inc. to Provide Engineering Consulting Services for the West Side Level B Reservoir and Tooze Road Transmission Main Project (CIP No. 1149)  <b>Staff Member:</b> Mike Nacrelli, PE, Senior Civil Engineer  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Water System Master Plan 2012 (Project No. 125)	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) with Consor North America, Inc. (Conzor) in the amount of \$1,472,644 for the West Side Level B Reservoir and 24-Inch Transmission Main project, Capital Improvement Project (CIP) No. 1149.

**EXECUTIVE SUMMARY:**

The West Side Level B Reservoir and 24-Inch Transmission Main project (“Project”) will add storage capacity to Wilsonville’s water system as identified in the 2012 Water System Master Plan (MP) to keep up with planned growth. Storage capacity is essential to meeting peak demands from water users, supplying water during a power outage, and fighting fires. The Project will add a new 3 Million Gallon (MG) storage tank to the existing four tanks in the water system, increasing the total available storage tank volume from 7.6 MG to 10.6 MG, providing sufficient storage capacity to accommodate planned growth through at least the year 2030.

The new 3 MG reservoir will be located at 12771 SW Tooze Road (“Property”). The Property, purchased by the City in 2010 for the purpose of siting a new reservoir, is located near the intersection of SW Tooze Road and SW Kame Terrace, outside the City limits. The Project includes nearly 4,000 feet of 24” of ductile iron transmission main to connect the proposed reservoir to the City’s existing water distribution system.

Staff issued a Request for Proposals (RFP) in October 2022 for professional engineering services for the Project, including design, construction document preparation, bidding assistance, public outreach, and construction administration and inspection. Three proposals were received by the November 3, 2022 due date. Staff evaluated the submitted proposals and determined that Consor was qualified to perform the engineering consulting services for the Project.

**EXPECTED RESULTS:**

The Project will provide the needed storage capacity to meet water demands of planned growth within Wilsonville, ensuring adequate storage volume to meet peak demands from water users and supply water during a power outage, as well as meeting firefighting needs.

**TIMELINE:**

The preliminary design phase of the Project is scheduled to be completed by June 2023. Preliminary design will analyze the growth and demand projections from the MP to verify the required storage volume, as well as evaluating alternative tank dimensions and construction materials. Final design will be completed by December 2023, with construction anticipated for completion by October 2025.

**CURRENT YEAR BUDGET IMPACTS:**

The adopted budget for FY22/23 includes \$1.8 million in Water Operating funds for CIP #1149. The contract amount for engineering services is \$1,472,644, within the FY22/23 budgeted amount.

**COMMUNITY INVOLVEMENT PROCESS:**

Staff will work with Consor to prepare mailings to property owners within the vicinity of the Project, provide Project updates on the City web site, and conduct public meetings to present information about the project and address concerns of nearby residents.

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

Storage capacity is critical to meeting water demand from commercial, industrial, and residential within Wilsonville, providing sufficient flows for peak demands, emergency power outages, and firefighting needs. This Project will ensure adequate storage capacity now and into the future, serving anticipated growth through the year 2030.

**ALTERNATIVES:**

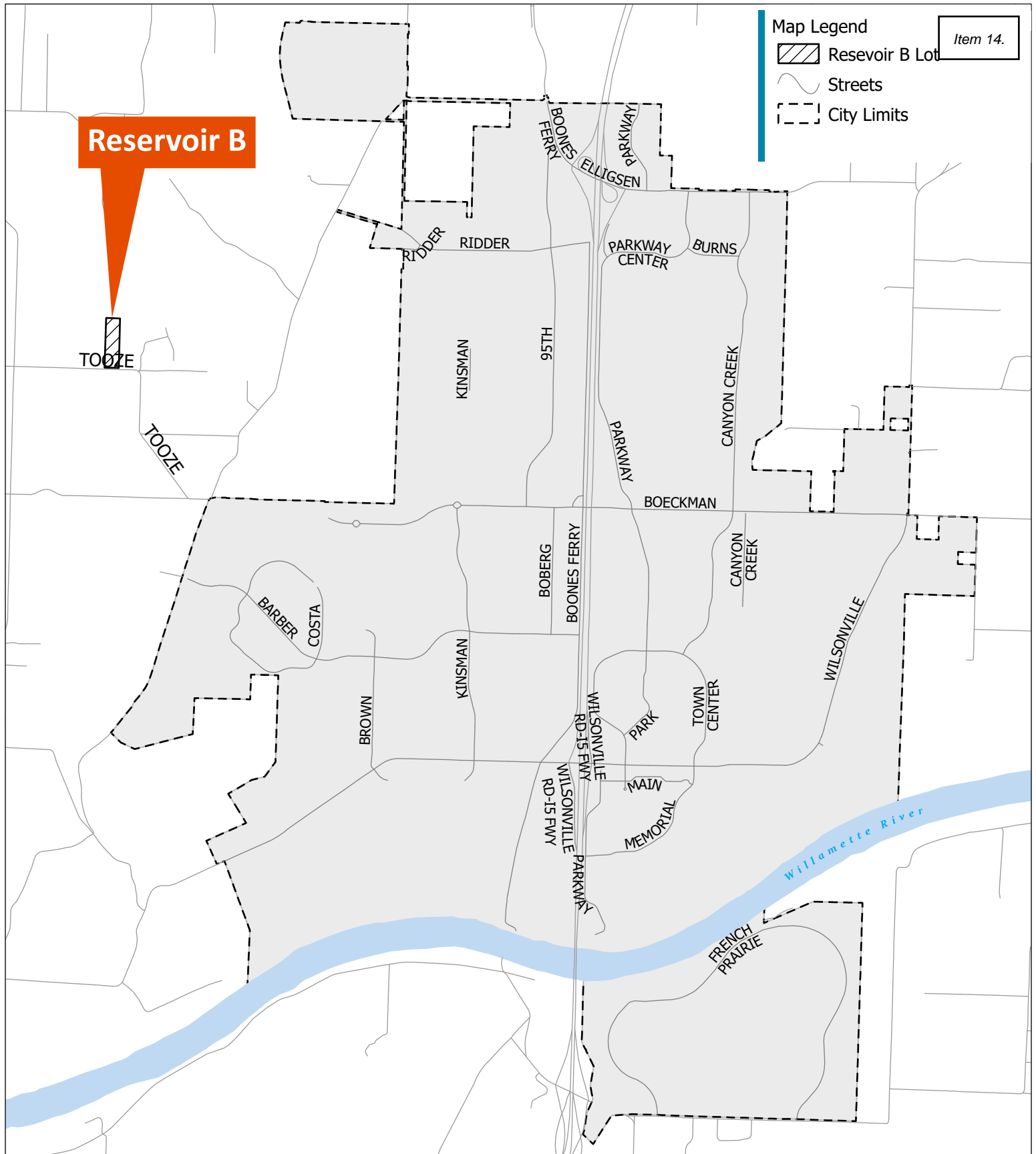
The Project will analyze alternative tank dimensions and materials for constructability and long-term reliability. Each alternative will be assessed on the basis of cost, design life, seismic resiliency, ease of planned future expansion, reliability, and a number of other considerations, resulting in a well-planned, high-quality expansion of the City's water storage capacity infrastructure.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Location Map
2. Resolution No. 3008
  - A. West Side Level B Reservoir and 24-Inch Transmission Main Professional Services Agreement



# Attachment 1

## West Side Level B Reservoir Project Location Map

### Disclaimer

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





**RESOLUTION NO. 3008**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CONSOR NORTH AMERICA, INC. TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE WEST SIDE LEVEL B RESERVOIR AND 24-INCH TRANSMISSION MAIN PROJECT (CAPITAL IMPROVEMENT PROJECT #1149).**

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #1149, known as the West Side Level B Reservoir and 24-Inch Transmission Main project (the Project); and

WHEREAS, the City solicited proposals from qualified consulting firms for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Consor North America, Inc. submitted a proposal on November 3, 2022 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Consor North America, Inc. has provided a responsive and responsible proposal for engineering consulting services.

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, a Professional Services Agreement with Consor North America, Inc. for a not-to-exceed amount of \$1,472,644 which is substantially similar to **Exhibit A** attached hereto.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6<sup>th</sup> day of February, 2023, and filed with the Wilsonville City Recorder this date.

---

JULIE FITZGERALD, MAYOR

ATTEST:

---

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Councilor Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. West Side Level B Reservoir and 24-Inch Transmission Main Professional Services Agreement

## CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the West Side Level B Water Reservoir/Transmission Main Project (“Project”) is made and entered into on this \_\_\_\_ day of February 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Consor North America, 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. Scope of Work

Consultant shall diligently perform the design and construction support services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

#### Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than October 10, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

#### Section 3. Consultant’s Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or

in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

#### **Section 4. Compensation**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE MILLION FOUR HUNDRED SEVENTY-TWO THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS (\$1,472,644), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's Rate Schedule is set forth in Attachment B to **Exhibit A**.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit A**, Attachment B. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 17**.

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

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

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

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

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 15**.

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

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

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

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

## **Section 8. Project Information**

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

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

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

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

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

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

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

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

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



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

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

## **Section 12. Consultant Responsibilities**

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

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

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status,

age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to “subcontractor” mean a subcontractor at any tier.

### **Section 13. Indemnity**

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

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

### **Section 14. Insurance**

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant’s activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant’s liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

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

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

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

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

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

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant’s liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant’s Commercial General Liability,

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

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

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

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

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

15.1.1. By mutual written consent of the parties;

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

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

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant,

including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

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

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

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

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

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

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

Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

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

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

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

19.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

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

## **Section 20. Notices**

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

To City:	City of Wilsonville Attn: Mike Nacrelli, Civil Engineer 29799 SW Town Center Loop East Wilsonville, OR 97070
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To Consultant: Consor North America, Inc.  
 Attn: Adam Blair  
 888 SW 5<sup>th</sup> Avenue, Suite 1170  
 Portland, OR 97204

## **Section 21. Miscellaneous Provisions**

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

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

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

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

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

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

21.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a



proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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

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

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

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

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

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

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

21.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

21.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to

provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

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

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

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

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

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

**CONSULTANT:**

**CITY:**

CONSOR NORTH AMERICA, INC.

CITY OF WILSONVILLE

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

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

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

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

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

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

EIN/Tax I.D. No.: \_\_\_\_\_

APPROVED AS TO FORM:

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

# EXHIBIT A

## SCOPE OF WORK

### PROPOSED ENGINEERING SERVICES FOR WEST SIDE RESERVOIR AND SW TOOZE ROAD TRANSMISSION MAIN CITY OF WILSONVILLE

#### Introduction/General/Background

The City of Wilsonville (City) is seeking engineering consulting services for the design and construction of a new 3.0 million gallon (MG) prestressed concrete reservoir and approximately 4,000 linear feet (LF) of 24-inch diameter finished water transmission main through unincorporated Clackamas County. The proposed facilities will address the absence of Pressure Zone (PZ) B finished water storage on the City's west side. The new reservoir will also increase overall storage capacity for the City's largest service area, supporting continued growth in the Frog Pond Area, located on the City's east side. The City's master planning work for this area indicates Frog Pond East and South may ultimately see approximately 1,800 new homes, with occupancy starting as soon as 2024.

#### Project Understanding

The proposed West Side Reservoir will be constructed on City-owned property located at 12771 SW Tooze Road. The City has selected the construction of an AWWA D110, Type 1, circular prestressed concrete tank to address seismic resiliency concerns. Designs will provide for a partially buried tank with an overflow elevation matching other tanks in PZ B. The tank's final size will be determined during preliminary design. Associated reservoir site improvements include a new site access driveway along the easterly property line, a stormwater management facility, and providing adequate spacing for a potential future well and possible second tank. The City received land use approval for the reservoir in 2012, with an extension being approved in 2022 allowing for construction permitting activities to begin by July 2024.

Approximately 4,000 LF of new 24-inch diameter restrained ductile iron piping finished water transmission main (TM) is needed to supply the proposed West Side Reservoir from the City's existing PZ B piping at the Tooze Road Metering Vault. The City of Sherwood's existing 48-inch diameter welded steel transmission main is located on the east side of SW Tooze Road. Pipeline designs, installation activities, and roadway restoration will need to be coordinated around this existing main and the County's DOTD standards.

Project design assumptions and major work elements detailed in this scope of services are based upon the previously developed conceptual project design concepts and conditions of Clackamas County land use approval.

## Anticipated City Responsibilities

It is anticipated the City of Wilsonville will be responsible for the following activities:

1. Provide a project manager responsible for overall project management and coordination between Consor, Inc. (“Consor” or “Consultant”) and the City.
2. Establish the work scope and design parameters, including related standards.
3. Provide Consultant access to the site, including necessary confined space safety equipment, if needed.
4. Provide the Consultant copies of all available and relevant City of Wilsonville utility record drawings, topographical maps, surveys, reports, studies, GIS mapping, etc. pertinent to the project. Consultant to provide data request for City at project kick-off meeting.
5. Provide Consultant with digital copies of City of Wilsonville’s standard construction specifications and details.
6. Provide timely review and consolidated comment on all reports, drawings, and specifications submitted by Consultant to City for review and approval. Project schedule assumes a two-week review and comment period following receipt of Consultant’s major design submittal packages.
7. Submit applications to the State, County and/or other jurisdictions for required permits. (Note: Consultant will prepare and may be requested to contribute project information for any such applications).
8. Pay for all permit application fees.
9. Maintain project records and process consultant invoices.
10. Provide legal review of all contracts, bid forms, and real property.
11. Public Involvement and Outreach (PI&O) activities: The City will lead all project PI&O activities, including the preparation and distribution of all public notifications. The Consultant is to provide assistance in developing project graphics materials.

## Project Design Assumptions

Basic project design assumptions presented by major project elements are detailed below.

1. West Side Reservoir
  - a. Volume: 3.0 MG
  - b. Type: Prestressed concrete reservoir construction, AWWA D110, Type I. Founded on a membrane slab.
  - c. Dimensions: Approximate 135-foot diameter, 28-foot water height, 30-foot wall height.
  - d. Overflow elevation: Approximately 398 feet.

- e. Floor elevation: Approximately 370 feet.
- f. Passive/active mixing system (based on results of hydraulic modeling)
- g. Site: 12771 SW Tooze Road, Clackamas County, owned by City. Reservoir planned for construction on southern portion of site. Existing grade at approximately 380-ft elevation.
- h. Site grading and development: Site retaining walls requiring professional structural engineering services are not required at this site.
- i. City will complete the following as required and will provide the Consultant with reporting as obtained:
  - 1. Phase 1 Environmental Site Assessment
  - 2. Wetland Delineation
  - 3. Archaeological Investigations
- j. Current site uses:
  - 1. City Operations Storage Building: To be demolished and removed for project site.
  - 2. Existing residential structure: Single-family house occupies the southwest portion of the site. City to maintain current access for residents. Project to provide new site driveway construction and permanent access to the reservoir site. Tenants to occupy home during and after construction.
- k. Permanent site access: To be provided from SW Tooze Road at the southeast corner of the site, modifying the existing entrance at the middle of the south property line of the site. Existing access to be maintained as dedicated access to residential structure.
- l. Onsite piping:
  - 1. New site piping to be provided including all inlet and outlet, overflow, and drain piping for new reservoir. Stub outs for future well and reservoir to be provided onsite. Design criteria of onsite inlet/ outlet piping configuration to be determined by hydraulic modeling task.
  - 2. Seismic Control Valve Vault: Designs to include the installation of a Seismic Control Valve Vault on the reservoirs' inlet/outlet line. The Seismic Control Valve shall consist of a seismically activated, electronically and remotely operated motorized operator on a standard butterfly isolation valve. Instrumentation and control designs associated with the valve will be integrated into the City's preferred Earthquake Early Warning system.
  - 3. Reservoir monitoring manholes: Designs will include dedicated reservoir monitoring manholes for each reservoir to consolidate piping from the reservoir overflow, potable drain, ring underdrain, and foundation drain. A 30-mil PVC liner and drainage layer under the tank structure will provide hydraulic separation of groundwater or surface water flows from the ring underdrain to allow monitoring of potential tank leakage.
- m. Stormwater management: Site stormwater drainage and emergency reservoir overflows will be routed via gravity systems to an onsite detention facility, and then via gravity systems off-

site to the public storm drainage system located along SW Tooze Road. Alternatively, should onsite infiltration testing show shallow infiltration capacity sufficient for project needs, an onsite detention facility will be constructed with no outlet to the SW Tooze Road.

- n. Electrical features are included in project designs. Telemetry designs will be provided by the City's systems integrator, Portland Engineering, Inc. (PEI). Reservoir level, flow monitoring, Seismic Valve control/status, and hatch intrusion alarm instrumentation will be provided.
  - o. Site landscaping:
    - 1. Reservoir site landscaping will include site restoration and screening consistent with the surrounding site and development, meeting the requirements of the project's approved Clackamas County land use permit.
    - 2. Landscaping to consist of low-maintenance native plantings and trees.
    - 3. Onsite vegetative stormwater treatment design.
    - 4. Specifications for a Contractor-designed temporary irrigation system.
  - p. Survey:
    - 1. Vertical datum: NGVD 88
    - 2. Required for entire project site, including property boundaries and property corners.
    - 3. City to provide any existing survey files adjacent to the project site for use in connecting proposed site piping to existing City distribution and/or transmission piping.
  - q. Easement requirements: None anticipated.
2. SW Tooze Road Transmission Main
- a. Size: 24-inch diameter.
  - b. Material: Class 52 restrained ductile iron pipe.
  - c. Survey:
    - 1. To be provided by Consultant in areas of proposed improvements
    - 2. City to provide any existing survey files for use in connecting proposed site piping to existing City distribution and/or transmission piping.
  - d. Improvements to Tooze Road Metering Vault: To be determined in project scoping.
3. General
- 1. Project designs and specifications to be based on a construction by a private contractor selected through a competitive bidding process.

2. Project designs and drawings to be divided into at least two (2) schedules (West Side Reservoir, SW Tooze Road TM to allow for possible separation of major project elements to various contractors.
3. A single set of CSI technical specifications will be developed for the project.
4. Drawings: For all tasks and subtasks where drawings (either conceptual, draft, or final) are deliverables, Consultant shall comply with the following Consor drafting standards:
  1. Drawings shall be on Consor title block/frame.
  2. Half-size drawings shall be 11"x17"; full-size drawings shall be 22"x34".
    - a. Half-size drawings will be provided for 30%, 60%, 90%, and Final design submittal packages.
    - b. Full-size drawings will be provided for Final Design submittal package.
  3. For plotted drawings, allowed line types shall be variations of black/grayscale; no color printing shall be used.
  4. All line type/shading/hatch styles used shall be able to remain legible after photocopying/scanning.
  5. Drawing CAD files will be made available to City upon request.
5. Traffic Control: It is assumed the Consultant will prepare typical traffic control plans as needed in accordance with County requirements showing minimum Contractor traffic control requirements. Construction contractor will provide traffic control plans and details as required to obtain County permitting.
6. Erosion Sedimentation and Control (ESC): Designs to be coordinated with requirements for the submittal of WES Site Development and DEQ's 1200-CN permitting.
7. Construction cost estimates:
  1. Quantities, construction installation costs, and construction material costs to be developed by Consultant using information from recent, similarly bid projects.
8. Land Use Approval: The City received Clackamas County land use approval for the proposed project in 2011 based on conceptual design concepts. This scope of services assumes no changes will be made to the site layout, facilities configurations, and facilities sizing to the extent resubmittal or requests for amendments to the previous land use approval will be required. Resubmittal for land use approval is considered an optional task and included under Task 3 Extra Work as Authorized.
9. Construction Phase Services: Construction phase services are divided between the Consultant and City to cover construction phase services.

## Proposed Subconsultants

1. Peterson Structural Engineering, Inc. (PSE): Structural Engineering



2. Shannon & Wilson (S&W): Geotechnical & Foundation Engineering
3. AKS Engineering & Forestry, LLC (AKS): Topographic Surveying + Land Use Permitting
4. Industrial Systems, Inc. (ISI): Electrical Engineering
5. Portland Engineering, Inc. (PEI): Instrumentation & Controls

## Proposed Scope of Services

Presented below is a detailed description of the proposed scope of services by work task to be completed by the Consultant for the West Side Reservoir and Transmission Main project.

### Task 1 – Preliminary Analysis and Investigations

#### Objective

Preliminary engineering design work completed under this task will include development of project design criteria and recommendations for final facilities design. Additional preliminary engineering activities include hydraulic analysis to confirm pump station capacity and storage capacity needs, as well as the sizing of onsite and off-site piping improvements. Topographic survey, geotechnical investigations and a site-specific seismic hazard study, a site-specific corrosion control study and an environmental site assessment are also included in this task.

Preliminary designs will include adequate work to support characterization and sizing of the reservoirs, pump station, equipment storage building, and proposed off-site piping improvements to support the final design process described in Task 2. Anticipated preliminary design subtasks are outlined as follows:

#### 1.1 Project Management

##### Objective

This task includes the administration and coordination of the Consultant's staff, subconsultants, and the interface with the City's Project Manager and other City staff. Consultant will actively manage all project work to meet the project budget and schedule.

##### Activities

##### *1.1.1 Project Invoices/Status Reporting*

- A. Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.
- B. Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by task, including cost-to-complete, earned value, cash flow, and certified firm participation.

##### *1.1.2 Bi-Weekly Project Design Meetings*

- A. Work under this subtask includes coordinating schedules, developing agendas, preparing presentation materials, and being responsible for running Bi-Weekly Project Design Meetings during the Design phase.
- B. Purpose of Bi-Weekly Project Design Meetings includes the coordination and advancement of the City's project objectives with input and discussion from the Consultant on key issues. Meeting subjects will vary but will focus on project constructability, maintaining schedule, construction cost controls, operational flexibility in facility designs, and receiving timely and relevant City Operations staff input.

### 1.1.3 Key Project Meetings

- A. Work under this subtask includes coordinating schedules, developing agendas, preparing presentation materials, and being responsible for running Key Project Design Meetings during the Design phase.
- B. Key Project Design Meetings include the following meetings:
  - 1. Project Kick-off
  - 2. Design Review following City review of 30 Percent Design package
- C. Purpose of Key Project Design Meetings will be the review of City comments and key issues resulting from the review of major project deliverables, as well as the timely incorporation of City Operations staff project input.

### 1.1.4 Maintain Project Tracking Logs

- A. Key Deliverables Log: Develop a list of key deliverables required for the project under various categories, such as Documents, Specifications, Drawings, etc. Assign completion dates to key deliverables by project stages (30%, 60%, 90%, Final Designs).
- B. Design Review Comment Log: Develop and maintain a list of City comments on drawings, specifications, and construction cost estimates at the 30%, 60%, and 90% project stages. Consultant will provide response to design review comments, with the City to determine resolution on items.
- C. Decision Log: Document issues requiring resolution and project team decisions as they occur during the progression of the work. Maintain a decision log throughout the project.
- D. Risk Register: Document risks to project schedule, construction, and future facilities operations as they are presented by the project team throughout the Design tasks.
- E. Permit Tracking Log: Document submittal materials and status of materials development needed for permit applications. Tracking various permit pre-application meeting dates, anticipated and actual application submittal dates, and anticipated and actual permit approval dates.

### 1.1.5 Quality Assurance/Quality Control (QA/QC)

Perform in-house QA/QC reviews of all deliverables.

## Task 1.1 Deliverables

- 1. Project Invoices/Status Reporting: Consultant shall deliver to the City a monthly invoice and status report covering:
  - a. Work on the project performed during the previous month.
  - b. Work anticipated on the project for the upcoming month.
  - c. Issues encountered and actions taken for their resolution.
  - d. Potential impacts to submittal dates, budget shortfalls, or optional services.
  - e. Budget Analysis.
  - f. Issues requiring project team action.

2. Project Design Schedule and updated project schedules at major design deliverable milestones, in MS Project or Excel.
3. Bi-Weekly and Key Project Design Meetings:
  - a. Meeting agendas and minutes.
  - b. Graphics and/or PowerPoint presentation materials as needed to illustrate project discussion points for Project Bi-Weekly and Key Meetings.
4. Project Tracking Logs
  - a. Key Deliverables Log: Provide updated status on the list of key deliverables at each Bi-Weekly Project Design Meeting. Submittal of log to City at each key design deliverable milestone (30 Percent Design Submittal).
  - b. Design Review Comment Log: Submittal to City at the end of subsequent design phase (i.e., responses to City comments from 60 Percent Designs will be provided with submittal of 90 Percent Designs).
  - c. Decision Log: Submittal to City the first week of every month during project Design phases. Key items and project team decisions to be presented as part of Bi-Weekly Project Meeting agendas.
  - d. Risk Register: Submittal to City the first week of every month during project Design phases.
  - e. Permit Tracking Log: Submittal to City the first week of every month during project Design phases.

### Task 1.1 Assumptions

1. Preliminary analysis and investigations Phase duration will be 6 months (January 2023 - June 2023); therefore, it is assumed that there will be up to 7 progress payments/status reports.
2. Bi-Weekly Project Design Meetings:
  - a. Meeting attendance will include the Consor PM, appropriate design leads, and one additional staff engineer (up to four total Consultant staff).
  - b. Meetings will have an approximate duration of 60 minutes each and are assumed to be conducted via Microsoft Teams Video.
  - c. With Phase 1 duration assumed at 6 months, up to 14 Bi-Weekly Project Design Meetings have been provided for in Proposed Project Fee Estimate.
  - d. Additional time has been provided in the Proposed Project Fee Estimate to cover preparation of meeting agendas, presentation materials, and meeting notes.
3. Key Project Design Meetings:
  - a. Meeting attendance will include the Consor PM, design leads, and one additional staff engineer (up to four Consultant staff).

- b. Meetings will have an approximate duration of 3 hours each and are assumed to be conducted at City offices or via Microsoft Teams Video, unless otherwise determined.
- c. Up to four Key Project Design Meetings have been provided for in Proposed Project Fee Estimate.
- d. Additional time has been provided in the Proposed Project Fee Estimate to cover preparation of meeting agendas, presentation materials, and meeting notes.
- 4. Meeting agendas and supporting information to be provided by Consultant to the City's Project Manager one business day in advance of any meeting. Materials to be distributed to meeting attendees by City's Project Manager.
- 5. Meeting notes to be distributed to meeting attendees and other interested parties within three business days of the subject meeting date.
- 6. Project Tracking Logs to be developed and maintained in Microsoft Excel format.

## 1.2 Geotechnical Investigations:

The scope of services below includes the geotechnical investigation and design phase of the project. The geotechnical services during the construction phase are included in Section 2.7.

### A. Geotechnical investigations:

#### 1. Site borings:

- a. Health and Safety Plan and field exploration. Consultant will perform a site reconnaissance to look for surficial geologic features including surficial soil types and presence of shallow water (if ponded water or groundwater seepage is observed). Exploration locations will also be marked during the reconnaissance for utility locates.
- b. Complete two borings within/near the footprints of the new 3.0 MG reservoir. Borings will be advanced to depths of up to 60 and 30 feet and will include up to 10 feet of rock coring into basalt bedrock.
- c. Complete minimum one test-test pit within the footprint (or as close as possible) of the optional zero discharge onsite stormwater facility will be advances to a depth of 10 and an open pit infiltration test will be performed. This boring will be advanced for the purpose of conducting an infiltration test to support design of the new stormwater facility.
- d. Borings will be advanced using hollow-stem auger or mud-rotary drilling methods and HQ wire-line rock coring methods. The investigations will be advanced by an Oregon-state licensed drilling company and will be observed by the Consultant. Consultant will develop field logs in conjunction with these investigations. Selected soils samples in the borings will be collected for laboratory testing.
- e. A vibrating wire piezometer will be installed in a single boring to monitor the depth to groundwater. We assume the piezometer monument will be removed by the contractor during construction. The borehole, where no piezometer will be installed, will be abandoned and backfilled according to Oregon Water Resources Department regulations.

- f. Prior to the borings, Consultant will contact the utility notification center (One-Call) for underground utilities clearance. A private utility locator will also be contacted to verify the presence underground utilities near the explorations.
  - g. In conjunction with borings, Consultant will collect standard penetration test (SPT) split spoon samples and thin wall Shelby tube soil samples for laboratory testing and assessing soil parameters for our geotechnical evaluations.
2. Tooze Road investigations:
- a. Consultant will perform up to 3 test pits, hand augers, or shallow borings, provided a suitable excavation location can be established outside of the paved right-of-way where no utility conflicts are present. Prior to performing the explorations, Consultant will visit the field to mark the locations and a private utility locator will be hired as a secondary check against the public utility locate. The exploration will be observed by a member of Consultant's staff who will log the excavations and collect soil samples for laboratory testing.

B. Laboratory Testing:

- 1. Based on the field exploration logs and laboratory testing, Consultant will develop boring logs for all field explorations. Geotechnical engineering design and construction recommendations will include the following:
- 3. Laboratory analysis: Laboratory testing will be conducted on selected samples collected from borings. Analysis will include determination of soil moisture contents, sieve analyses, Atterberg limits, unconfined compression strength tests, corrosivity suite, and consolidation tests.

C. Geotechnical engineering evaluation:

Based on the field exploration logs and laboratory testing, Consultant will perform geotechnical engineering analyses to support the design and construction of the new reservoir in accordance with the ASCE 7-16 and the Oregon Structural Specialty Code. Analyses will include the following items:

- a. Interpretation of the subsurface conditions and estimated depth to low compressibility bedrock;
- b. Seismic ground motion development using the general procedure following ASCE 7-16 and Oregon Structural Specialty Code;
- c. Review of foundation types, which may be used for the new reservoir and their design parameters, including bearing capacity, anticipated settlement, and subgrade preparation for shallow footings including the need to over-excavate shallow soils down to competent residual soils (if necessary);
- d. Retaining wall selection and geotechnical design parameters (if required on the east property line or elsewhere);
- e. Slope stability analysis and global stability analysis for retaining walls and access road that require site grading; and
- f. Pavement design for new paved areas (as applicable).

#### D. Geotechnical Report:

Upon completion of the geotechnical analyses, we will prepare a draft geotechnical engineering report to support the design and construction of the new reservoir. This report will summarize our analyses and provide discussions and recommendations. Items addressed in the report will include the following:

- a. Regional and local geologic setting;
- b. Site seismicity and ground motion parameters developed using local building code;
- c. Seismic and geologic hazards;
- d. Subsurface conditions and infiltration rate;
- e. Depth to low compressibility hard rock;
- f. Measured infiltration rate and depth to groundwater;
- g. Organic soils, expansive soils, and compressible soils; their potential impacts; and recommended mitigation including the minimum depth of over-excavation to support the tank at the ground surface (if required);
- h. Earthwork recommendations such as compaction composition of engineered fill;
- i. Anticipated foundation types and soil bearing capacity;
- j. Design parameters for below-grade structural walls;
- k. Protection of adjacent structures during excavation;
- l. Recommendations for instrumentation program during construction;
- m. Discussion on excavation and shoring wall types;
- n. Typical cross-section for each retaining wall system and type;
- o. Recommendations for flexible pavement design; and
- p. Discussion of on-site materials which can be reused for engineered fill.

### Task 1.2 Assumptions

- A. No permits will be required to perform borings
- B. Subsurface soils are not contaminated and the soil cuttings can be left on site.
- C. Test pits will be backfilled with spoils with minimal compactive effort.
- D. Explorations do not include environmental sampling or testing.
- E. Shallow borings, if required for Tooze Road Explorations, can be performed in same 2-day window that the reservoir site borings are performed.

### Task 1.2 Deliverables

1. Draft and final GDR (PDF format, included in Appendix of Preliminary Design Report).
2. Draft and final GER (PDF format, included in Appendix of Preliminary Design Report).



## 1.3 Topographic Survey

Complete topographic surveys for the West Side Reservoir site and project's proposed off-site piping improvements.

### 1.3.1 West Side Reservoir Site

- A. The following work items will be completed:
  - 1. Survey, title, road, and as-built research
  - 2. Locating existing property corner monuments of record
  - 3. Establishing property lines, right-of-way lines, and easements
  - 4. Elevating locations to NGVD 88 vertical datum
  - 5. Establishing NAD 83 2011 State Plane Coordinates
  - 6. Coordinating public utility locates
  - 7. Providing notice to adjoining property owners
  - 8. Field tying:
    - a. Above ground located utilities (e.g., sanitary, storm, water, gas, power, communications)
    - b. Hard surfaces (e.g., curb, sidewalk, concrete, asphalt, driveway drops, ramps)
    - c. Utility poles, light poles, and signs
    - d. Trees 6-inch diameter at breast height and greater
    - e. Natural ground and break lines for 1-foot contours
    - f. Buildings, fences
  - 9. Preparing an Existing Conditions Plans showing the above items that can be used for design purposes.

#### Task 1.3.1 Deliverables

- 1. Existing Conditions Plans (PDF).

#### Task 1.3.1 Assumptions

- 1. Survey limits:
  - a. West Side Reservoir site:
    - i. Approximately 20 feet outside boundaries of City's property, plus right-of-way to right-of-way on SW Tooze Road along frontage of City's property
- 2. Surveying does not require professional traffic control services.
- 3. Site access for surveying will be coordinated by the City.
- 4. Property boundary dispute resolution is outside of this scope.

5. City to provide applicable record drawings, if available.

### 1.3.2 SW Tooze Road Transmission Main

- A. Complete topographic surveys for the SW Tooze Road TM Alignment. The following work items will be completed:
  1. Survey, title, road, and as-built research
  2. Establishing property lines, right-of-way lines, and easements
  3. Elevating locations to NGVD 88 vertical datum
  4. Establishing NAD 83 2011 State Plane Coordinates
  5. Coordinating public utility locates
  6. Providing notice to adjoining property owners as required
  7. Field tying:
    - a. Above ground located utilities (e.g., sanitary, storm, water, gas, power, communications)
    - b. Hard surfaces (e.g., curb, sidewalk, concrete, asphalt, driveway drops, ramps)
    - c. Utility poles, light poles, and signs
    - d. Trees 6-inch diameter at breast height and greater
    - e. Natural ground and break lines for 1-foot contours
    - f. Buildings, fences
  8. Preparing an Existing Conditions Plans showing the above items that can be used for design purposes.

#### Task 1.3.2 Deliverables

1. Existing Conditions Plans (PDF).

#### Task 1.3.2 Assumptions

1. Survey limits:
  - a. Right-of-way (ROW) to ROW on SW Tooze Road from Reservoir Site to the SW Tooze Road Vault at the intersection of SW Westfall Road, including entire intersection and ROW and City easements areas near SW Tooze Road Vault.
2. It is assumed the City will coordinate access from property owners as may be required to complete work.
3. Surveying does not require professional traffic control services.
4. City to provide applicable record drawings, if available.

## 1.4 Hydraulic Modeling

Consultant to provide defined planning and modeling work for to verify existing and future demands in support of optimized project designs.

### 1.4.1 Review Existing Data

- A. Data collection and review:
  - 1. It is anticipated this task will include review of City's current hydraulic model and recent relevant analysis, master planning documents, system demand data, storage sizing criteria, and the evaluation of future supply system infrastructure improvements and operations.
  - 2. Consultant shall review City's operations of the distribution system including pumping and turnout vault operations.

### 1.4.2 Hydraulic Modeling

- A. Evaluate water distribution system hydraulics with respect to new West Side Reservoir, SW Tooze Road TM, and City's PZ B Turn-out Vaults. Elements of model to be confirmed with City staff prior to modeling.

### 1.4.3 Technical Memorandum

- A. Consultant shall provide a technical memorandum outlining the findings of Tasks 1.4.1 and 1.4.2 and providing recommendations.
  - 1. Reservoir sizing analysis: Evaluate storage requirements, hydraulic constraints, and the sizing of the new finished water storage facility to optimize reservoir dimensions and value of the site.
  - 2. SW Tooze Main TM sizing and WQ analysis: Evaluate the sizing and water quality, and to optimize design.
  - 3. Additional System recommendations: Provide findings and recommendations for improvements outlined under task 1.4.2 for other system facilities including City's existing turndown vaults.

## 1.5 Preliminary Design

Preliminary engineering design work completed under this task will include development of project design criteria and recommendations for final facilities design. Additional preliminary engineering activities include hydraulic analysis to inform reservoir and TM criteria, as well optimizations of the City's water system with respect to the new facilities. Topographic survey and geotechnical investigations are also included in this task.

Preliminary designs will include adequate work to support characterization and sizing of the reservoir and transmission main to support the final design process described in Task 2. Anticipated preliminary design subtasks are outlined as follows:

### 1.5.1 West Side Reservoir

- A. Confirmation of storage requirements and reservoirs sizing are addressed in Task 1.4, Hydraulic Analysis.
- B. Site reconnaissance:

1. Gather and review existing mapping, as-builts, design drawings, engineering reports, easements, and other data related to the project.
  2. Perform site reconnaissance with City staff and design team to confirm existing reservoir site conditions.
- C. Reservoir configuration and site layout: Develop preliminary design criteria and complete a siting analysis to confirm an economical orientation and configuration for the proposed reservoir and related facilities at the existing site. Determination of the City's preferred reservoir configuration and site layout.
1. Confirmation of previous conceptual project site layouts, incorporating the City's desire for the siting of resilient storage facilities. Siting of reservoirs will take into consideration siting of future facilities including a second water storage reservoir and well.
  2. Conceptual site plans will orient alternative reservoir configurations on the site to accommodate varied structure location, backfill depths, and finished grade conditions. Conceptual site plans will include cross-sectional views of the reservoir and the existing ground surface to analyze and illustrate site grading and layout.
  3. Site plan and general facility configurations will be prepared, identifying key project features including reservoir structure; valve vaults; access roads; maintenance vehicle parking, tank drainage and overflow facilities; site drainage facilities; and major site piping layouts.
- D. Structural designs and analysis: Perform preliminary structural assessment for reservoir including cost comparison of enhanced seismic design standards including the Willamette Water Supply and Oregon Resiliency Plan Standards.
- E. Electrical:
1. Determine site lighting and power needs at reservoir site.
- F. Control System:
1. Determine reservoir level monitoring and security monitoring needs.
  2. Develop preliminary concepts for operation and monitoring of reservoir isolation valving, including the Seismic Control Valve.
  3. Develop communications plan for site connection to City SCADA.
- G. Preliminary construction cost estimate

#### *Task 1.5.1 Deliverables*

- A. Section in Preliminary Design Report (Subtask 1.5.3) documenting reservoir's design criteria and recommendations for reservoir's storage sizing and dimensioning to maximize constructible space available onsite. Section will include discussions on future storage volume redundancy and the potential risks and uncertainties associated with the presented design recommendations.
- B. Preliminary Structural Design reporting, covering structural design criteria and recommendations for reservoirs (PDF format, in Appendix to Preliminary Design Report).

C. Preliminary Drawings (PDF format):

- a. Existing Conditions Plan
- b. Site Layout Plan, including proposed siting for the Reservoir and the site stormwater management facility.
- c. Site Grading Plan
- d. Reservoir Section Views
- e. Site Piping Plan
  - 1. Additional conceptual schematics detailing site piping, piping connections, and positioning for isolation valving.

D. Preliminary Construction Cost Estimates (PDF format).

*Task 1.5.1 Assumptions*

- A. Basic design assumptions for the West Side Reservoir are provided in Project Design Assumptions.
- B. Site reconnaissance: City will provide all available information on project site and current operating conditions, piping, etc. City staff will attend site visits, as needed.
- C. Reservoir configuration and site layout:
  - 1. Final site layout will provide efficient layout for proposed reservoir and future facilities. Any changes to approved site layout may require resubmittal and land use approval from Clackamas County.
  - 2. Reservoir will be partially buried.
- D. Controls:
  - 1. Relays to the City's existing SCADA system for reservoir monitoring and controls systems will be housed in onsite enclosures.
  - 2. Project controls will connect to City's existing SCADA via a new fiber optic cable and conduit routed along the transmission main line to the existing fiber connection in the SW Tooze Road Vault.
- E. Preliminary construction cost estimate:
  - 1. To be completed in accordance with the Association for the Advancement of Cost Engineering International (AACE) Class 4 standards, with an expected accuracy range of +30 to -20 percent, as recommended for a preliminary design level of project definition.
  - 2. Construction installation costs and construction material costs to be developed by Consultant using information from recent, similarly bid projects and in-house cost estimating specialist.

### 1.5.2 SW Tooze Road Transmission Main

- A. Confirmation of transmission pipeline sizing is performed as part of Task 1.4 Hydraulic Modeling.
- B. Complete design surveys, right-of-way research, utility locates and associated coordination with One Call & area utilities, collection of available utility as-built drawings, and horizontal & vertical control.
- C. Development of transmission piping alignments based on available roadways, right-of-way, utility corridors, and existing or needed easements for the 24-inch diameter transmission main for the West Side Reservoir to the SW Tooze Road Vault.
- D. Identify potential requirements for property/easement/right-of-way acquisition.
- E. Hydraulic analysis: Completed as part of Task 1.4 Hydraulic Modeling

#### *Task 1.5.2 Deliverables*

- A. Section in Preliminary Design Report (Subtask 1.5.3) documenting Transmission Main's design criteria and recommendations
- B. Corrosion Control Design reporting, covering findings from site soils testing and corrosion control design recommendations (PDF format, in Appendix to Preliminary Design Report).
- C. Preliminary Drawings (PDF format):
  - 1. Existing Conditions Plan
  - 2. Transmission Main Plan Views
- D. Preliminary Construction Cost Estimate (PDF format):

#### *Task 1.5.2 Assumptions*

- A. Basic design assumptions for the SW Tooze Road TM are provided in Project Design Assumptions.
- B. Site reconnaissance: City will provide all available information on SW Tooze Road Vault site and current operating conditions, piping, etc. City staff will attend site visits, as needed.
- C. Existing geotechnical borings and analysis along SW Tooze Road from Consultant's previous project work on Sherwood Transmission Main are sufficient for geotechnical recommendations for new 24-inch diameter TM.
- D. Preliminary construction cost estimate:
  - 1. To be completed in accordance with the Association for the Advancement of Cost Engineering International (AACE) Class 4 standards, with an expected accuracy range of +30 to -20 percent, as recommended for a preliminary design level of project definition.
  - 2. Construction installation costs and construction material costs to be developed by Consultant using information from recent, similarly bid projects and in-house cost estimating specialist.

### 1.5.3 Preliminary Design Report

- A. Prepare a preliminary engineering report presenting findings and recommendations for all work elements detailed above.
  - 1. Reporting to document the City's design criteria and preferred configurations for final design of the West Side Reservoir and SW Tooze Road TM Improvements.
  - 2. Reporting to include preliminary project construction cost estimates.

#### *Task 1.5.3 Deliverables*

- A. Interim draft report summarizing design criteria for all major project elements based on discussions with City staff (PDF format).
  - 1. Concurrence on design criteria from City staff will be used as the basis for project design recommendations provided in the Preliminary Design Report.
- B. Preliminary Design Report presenting findings and recommendations (PDF format).
  - 1. Including preliminary design drawings and figures detailed in Tasks 1.5.1 and 1.5.2 to the level necessary to confirm feasibility and to adequately present proposed concepts to City staff, City officials, the public, and prospective regulatory interests.
- C. Preliminary project construction cost estimates (PDF and Excel format).
- D. Preliminary project schedule (PDF format).

#### *Task 1.5.3 Assumptions*

- A. QA/QC activities associated with development and submittal of Preliminary Design Report, associated drawings, and construction cost estimating included in Proposed Project Fee Estimate under subtask 1.5.3, Preliminary Design Report.



## Task 2 – Final Analysis, Design, and Construction

### Objective

Work under this task includes the preparation of final plans, technical specifications, and construction cost estimates. These efforts will be completed in an incremental approach to the 60 and 90 percent level, allowing for City input and comment as the designs are developed

### 2.1 Project Management

#### Objective

This task includes the administration and coordination of the Consultant's staff, subconsultants, and the interface with the City's Project Manager and other City staff. Consultant will actively manage all project work to meet the project budget and schedule.

#### Activities

##### 2.1.1 Project Invoices/Status Reporting

- A. Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.
- B. Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by task, including cost-to-complete, earned value, cash flow, and certified firm participation.

##### 2.1.2 Bi-Weekly Project Design Meetings

- A. Work under this subtask includes coordinating schedules, developing agendas, preparing presentation materials, and being responsible for running Bi-Weekly Project Design Meetings during the Design phase.
- B. Purpose of Bi-Weekly Project Design Meetings includes the coordination and advancement of the City's project objectives with input and discussion from the Consultant on key issues. Meeting subjects will vary but will focus on project constructability, maintaining schedule, construction cost controls, operational flexibility in facility designs, and receiving timely and relevant City Operations staff input.

##### 2.1.3 Key Project Meetings

- A. Work under this subtask includes coordinating schedules, developing agendas, preparing presentation materials, and being responsible for running Key Project Design Meetings during the Design phase.
- B. Key Project Design Meetings include the following meetings:
  - 1. Design Review following City review of 60 Percent Design package
  - 2. Design Review following City review of 90 Percent Design package

- C. Purpose of Key Project Design Meetings will be the review of City comments and key issues resulting from the review of major project deliverables, as well as the timely incorporation of City Operations staff project input.

#### 2.1.4 Maintain Project Tracking Logs

- A. Key Deliverables Log: Develop a list of key deliverables required for the project under various categories, such as Documents, Specifications, Drawings, etc. Assign completion dates to key deliverables by project stages (60%, 90%, Final Designs).
- B. Design Review Comment Log: Develop and maintain a list of City comments on drawings, specifications, and construction cost estimates at the 60%, and 90% project stages. Consultant will provide response to design review comments, with the City to determine resolution on items.
- C. Decision Log: Document issues requiring resolution and project team decisions as they occur during the progression of the work. Maintain a decision log throughout the project.
- D. Risk Register: Document risks to project schedule, construction, and future facilities operations as they are presented by the project team throughout the Design tasks.
- E. Permit Tracking Log: Document submittal materials and status of materials development needed for permit applications. Tracking various permit pre-application meeting dates, anticipated and actual application submittal dates, and anticipated and actual permit approval dates.

#### 2.1.5 Quality Control/Quality Assurance (QA/QC)

Perform in-house QA/QC reviews of all deliverables.

### Task 2.1 Deliverables

1. Project Invoices/Status Reporting: Consultant shall deliver to the City a monthly invoice and status report covering:
  - a. Work on the project performed during the previous month.
  - b. Work anticipated on the project for the upcoming month.
  - c. Issues encountered and actions taken for their resolution.
  - d. Potential impacts to submittal dates, budget shortfalls, or optional services.
  - e. Budget Analysis.
  - f. Issues requiring project team action.
2. Project Design Schedule and updated project schedules at major design deliverable milestones, in MS Project or Excel.
3. Bi-Weekly and Key Project Design Meetings:
  - a. Meeting agendas and minutes.
  - b. Graphics and/or PowerPoint presentation materials as needed to illustrate project discussion points for Project Bi-Weekly and Key Meetings.

#### 4. Project Tracking Logs

- a. Key Deliverables Log: Provide updated status on the list of key deliverables at each Bi-Weekly Project Design Meeting. Submittal of log to City at each key design deliverable milestone (60 Percent, 90 Percent, and Final Designs Submittal).
- b. Design Review Comment Log: Submittal to City at the end of subsequent design phase (i.e., responses to City and from 60 Percent Designs will be provided with submittal of 90 Percent Designs).
- c. Decision Log: Submittal to City the first week of every month during project Design phases. Key items and project team decisions to be presented as part of Bi-Weekly Project Meeting agendas.
- d. Risk Register: Submittal to City the first week of every month during project Design phases.
- e. Permit Tracking Log: Submittal to City the first week of every month during project Design phases.

### Task 2.1 Assumptions

- 1. Final Design duration will be 9 months (July 2023 - March 2024); therefore, it is assumed that there will be up to 10 progress payments/status reports.
- 2. Bi-Weekly Project Design Meetings:
  - a. Meeting attendance will include the Consor PM, appropriate design leads, and one additional staff engineer (up to four total Consultant staff).
  - b. Meetings will have an approximate duration of 60 minutes each and are assumed to be conducted via Microsoft Teams Video.
  - c. With project Final Design duration assumed at 9 months, up to 20 Bi-Weekly Project Design Meetings have been provided for in Proposed Project Fee Estimate. Bi-Weekly meetings will not occur during project construction.
  - d. Additional time has been provided in the Proposed Project Fee Estimate to cover preparation of meeting agendas, presentation materials, and meeting notes.
- 3. Key Project Design Meetings:
  - a. Meeting attendance will include the Consor PM, design leads, and one additional staff engineer (up to four Consultant staff).
  - b. Meetings will have an approximate duration of 3 hours each and are assumed to be conducted at City offices or via Microsoft Teams Video, unless otherwise determined.
  - c. Up to four Key Project Design Meetings have been provided for in Proposed Project Fee Estimate.

4. Meeting agendas and supporting information to be provided by Consultant to the City's Project Manager one business day in advance of any meeting. Materials to be distributed to meeting attendees by City's Project Manager.
5. Meeting notes to be distributed to meeting attendees and other interested parties within three business days of the subject meeting date.
6. Project Tracking Logs to be developed and maintained in Microsoft Excel format.

Additional time has been provided in the Proposed Project Fee Estimate to cover preparation of meeting agendas, presentation materials, and meeting notes.

## 2.2 Final Design

### Objective

Work under this task includes the preparation of final plans, technical specifications, and construction cost estimates for the proposed West Side Reservoir and the SW Tooze Road Transmission Main. These efforts will be completed in an incremental approach to the 60 and 90 percent level, allowing for City input and comment as the designs are developed and completed, prior to submittal of final designs. Design subtasks are detailed as follows.

### 2.2.1 West Side Reservoir

#### *2.2.1.A 60% Design - Plans, Specifications, and Estimates*

Consultant will develop engineering plans depicting recommended improvements, including general, civil, structural, mechanical, landscaping, instrumentation, and electrical information necessary for the construction of the new facilities and demolition of existing facilities. Specific work under this task include:

- A. Prepare 60% construction drawings and details to clearly describe the work to be constructed.
- B. Prepare 60% technical specifications and bid schedule to cover conditions specific to the work.
- C. Prepare a 60% level cost estimate.

#### *2.2.1.B 90% Design - Plans, Specifications, and Estimates*

Under this task, the 90% design submittal will be advanced from the 60% design submittal, incorporating City comments. Specific work under this task include:

- A. Prepare 90% construction drawings and details to clearly describe the work to
- B. Prepare 90% technical specifications in Construction Specifications Institute (CSI) format. Special specifications will cover conditions specific to the work, including pre-qualification of specialty contractors.
- C. Prepare an updated 90% level cost estimate.

### *2.2.1.C Final Design - Plans, Specifications, and Estimates*

The final design submittal will be advanced from the 90% submittal, incorporating City review comments. Work under this subtask includes preparing final technical specifications and drawings required for bidding the project.

## 2.2.2 SW Tooze Road Transmission Main

### *2.2.2.A 60% Design - Plans, Specifications, and Estimates*

Consultant will develop engineering plans depicting recommended improvements, including general, civil, mechanical, landscaping, instrumentation, and electrical information necessary for the construction of the new facilities and improvements to existing facilities. Specific work under this task include:

- A. Prepare 60% construction drawings and details to clearly describe the work to be constructed.
- B. Prepare 60% technical specifications and bid schedule to cover conditions specific to the work.
- C. Prepare a 60% level cost estimate.

### *2.2.2.B 90% Design - Plans, Specifications, and Estimates*

Under this task, the 90% design submittal will be advanced from the 60% design submittal, incorporating City comments. Specific work under this task include:

- A. Prepare 90% construction drawings and details to clearly describe the work to
- B. Prepare 90% technical specifications in Construction Specifications Institute (CSI) format. Special specifications will cover conditions specific to the work, including pre-qualification of specialty contractors.
- C. Prepare an updated 90% level cost estimate.

### *2.2.2.C Final Design - Plans, Specifications, and Estimates*

The final design submittal will be advanced from the 90% submittal, incorporating City review comments. Work under this subtask includes preparing final technical specifications and drawings required for bidding the project.

## 2.3 Public Involvement and Outreach

### Objective

Assist City in public involvement and outreach activities. Consultant's role is to support the City in the ways City Communications Staff deems most effective and beneficial.

### Activities

- A. Communications Outreach Plan: Consultant will work with City staff to create a communications outreach plan identifying the outreach methods, roles and responsibilities, and schedule. The communications plan will also include outreach tasks required by the project's technical specifications and permit approvals.

- B. City-wide outreach tasks: Consultant will work with City staff to identify the tasks where City could use additional support. Possible tasks could include:
1. City project website updates
  2. Eblast updates to the Project's interested parties list
  3. Postcard "construction is coming" mailer advertising the meet the contractor event
  4. Meet the contractor event
  5. Articles for partner agency newsletters (Clackamas County)
  6. Service provider communications (Washington County, school districts, etc)
  7. CPO and neighborhood association meetings (City led)
  8. Groundbreaking/ribbon cutting event.
- C. Neighborhood outreach tasks: Consultant will work with City staff to identify the tasks where City could use additional support. Possible tasks could include:
1. Creation of maps/graphics
  2. Fact sheets and door hangers
  3. Door knocking to residents

## Task 2.3 Deliverables

1. Community Outreach Plan

## Task 2.3 Assumptions

1. City will be the point of contact for neighborhood residents, community planning organizations and neighborhood associations, and complaints during construction. City will lead CPO, neighborhood association, and nearby resident communications.
2. Consultant would take the lead on most city-wide outreach and assist City with neighbor/resident outreach as needed.
3. Consultant will work directly with City communications staff and will not attend construction or project team meetings.
4. Specific tasks will be determined after the communications plan is developed.

## 2.4 Permitting and Approvals

### Objective

Work under this task includes aiding the City in obtaining certain permits and approvals for the project, including building permits and approval by the State of Oregon Health Authority (OHA). Work under this

task includes providing design documentation needed to meet various jurisdictional permitting standards and responding to technical inquiries through the course of design efforts.

## Activities

### *2.4.1 Clackamas County, West Side Reservoir Site, Grading Permit*

- A. Prepare and submit drawings and technical specifications to support County review and approval of grading permit.

### *2.4.2 Clackamas County Building Permit*

- A. Schedule and facilitate pre-submittal meeting with County Building Services.
- B. Submit final structural designs & calculations for County Building Permit for the following facilities:
  - 1. West Side Reservoir
- C. Address County Building Services comments and requested drawing and/or calculations to provide for building permit approvals.

### *2.4.2 Clackamas County Development Permit*

- A. Sewer, Storm, and Water Utility permitting.
- B. Traffic access, street improvement, and circulation approval.
- C. Surface Drainage review.

### *2.4.3 Water Environment Services (WES), 1200-CN*

- A. Prepare and submit drawings and technical specifications to support WES review and approval of project under National Pollution Discharge Elimination System (NPDES) requirements.

### *2.4.4 Clackamas County, Right-of-Way Permits*

- A. Permit Type, Access: Submit final site layout designs for County ROW, Access Permit
- B. Permit Type, Utility: Submit final off-site piping improvement designs for County ROW, Utility Permit.
- C. Maybe included with County Development Permit.

### *2.4.5 OHA Plan Review*

Submit project plans to the OHA Drinking Water Authority for review.

### *2.4.6 Conformed Project Documents*

- A. Comments received from the various permitting jurisdictions will be addressed by development of complete conformed set of project drawings and specifications.



## Task 2.4 Deliverables

1. Complete application submittal packages for all project permitting noted in Task 2.2, including any supplement material such as renderings, maps, and other documents.

## Task 2.4 Assumptions

1. Grading Permit:
  - a. Final site layout and grading plans will be used for permit submittal package.
2. WES 1200-CN Permit:
  - a. Site area and any off-site improvement required for this development exceed one-acre of disturbance.
  - b. Permit application submittal requires final stamped project drawings. Erosion and Sediment Control (ESC) drawings developed for and included in the final contract documents will be used for permit application.
  - c. Any WES comments will be incorporated into the contract documents with Conformed Documents.
  - d. Permit will be obtained on behalf of the City, to be transferred to the Contractor following award of project.
3. Clackamas County Development Permit:
  - a. Permit application materials will be prepared in accordance with County requirements
4. Clackamas County Building Permits:
  - a. Application is to be based upon project's Structural Engineer's designs and supporting calculations.
  - b. Permit review and approval fees will be paid by the City.
  - c. Receipt by the City of approved County Grading Permit, WES 1200-C, and County Development Permit, and Fire District access written approval is required prior to County's issuance of Building Permits.
5. OHA Plan Review:
  - a. A single plan review application is required for the entire project.
  - b. Permit review and approval fees will be paid by the City.
  - c. Incorporate OHA plan review comments into the project plans and specifications by construction contract modification.
6. All other construction-related permits and approvals will be obtained by the construction contractor, including permits for building, electrical, and any other construction permits.

## 2.5 Bidding Support

### Objective

Under this task, Consor will assist the City with advertisement and bidding services for the project as the City may request. Services to be provide are detailed below.

### Activities

#### 2.5.1 Advertisement and Bidding Services

- A. Prepare an advertisement and arrange for its publication in the appropriate media. Advertisement costs will be paid by the City.
- B. Pre-qualify specialty contractors in accordance with City ordinances.
  - 1. For prestressed concrete reservoir construction, the Reservoir Contractor and Pre-stressing Contractors will be pre-qualified.
  - 2. For SW Tooze Road Transmission Main construction, the Transmission Main Contractor will be pre-qualified.
- C. Respond to questions from bidders, subcontractors, equipment suppliers and other vendors regarding the project and plans and specifications. Maintain a written record of communications during bidding process.
- D. Prepare and issue any addenda as necessary to clarify the contract documents.
- E. Facilitate a mandatory pre-bid conference to review the project with prospective bidders.
- F. Attend the bid opening and assist the City with the bid opening process. Assist the City with the evaluation of the bids and prepare a written bid summary document. Provide a written recommendation of award for the construction contract.

#### Task 2.5.1 Assumptions

- A. Distribute the contract documents to the appropriate plan centers and to prospective bidders, subcontractors, equipment suppliers and other vendors upon request.

## 2.6 Construction Support

### Objective

Under this task Consor will assist the City with construction administration and construction observation services associated with the various project elements. These services will be provided from notice of award of a construction contract to the final acceptance of the project.

#### 2.6.1 Construction Administration

- A. Perform general administration and project management throughout Construction phase and associated tasks to provide successful completion of all tasks and elements of the project within the established scope, schedule, and budget. Anticipated Construction duration is 15 months (April 2024 - July 2025).

- B. Proactively track progress of project work completed against schedule & budget.
- C. Inform the District of any anticipated challenges during the Construction phases as they arise and develop solutions together.

## 2.6.2 Pre-Construction Conference

Attend project's preconstruction conference and coordinate with the City regarding the conference details.

### *Subtask 2.6.2 Deliverables*

- 1. Notes from preconstruction meeting (in PDF format).

### *Subtask 2.6.2 Assumptions*

- 1. The City will prepare meeting agenda and a written conference summary. City will distribute meeting summary to all conference attendees.
- 2. Consultant attendance at preconstruction conference will be at project site or City offices.

## 2.6.3 Shop Drawings and Submittals

- A. Receive and review shop drawings and other technical submittals such as equipment, materials of construction, performance data and certifications, laboratory test results, and technical manuals submitted by the Contractor which are required by the contract documents.
- B. Consider and evaluate any alternatives or substitutions proposed by the Contractor.
- C. Receive and review other submittals of the Contractor including construction schedules, shop drawing/submittal schedules, lump sum price breakdowns, and other submittals required by the contract documents.
- D. Maintain a submittal log and file.
- E. Submit complete electronic submittal files to the City upon completion of the project, as requested.

### *Subtask 2.6.3 Deliverables*

- 1. Submittal reviews with flysheet summarizing Engineer comments (in PDF format).
- 2. Submittal log and complete electronic submittal files, upon request (in PDF format).

### *Subtask 2.6.3 Assumptions*

- 1. Submittal reviews will be completed within 14 calendar days of receipt of submittals.
- 2. For budgeting purposes, it is assumed the contractor will provide up to 125 individual submittals/shop drawings for review, requiring an average of 2 - 4 hours for review time. It is further assumed approximately half of the original submittals will require a re-submittal and an additional 1 to 2 hours of review time.

## 2.6.4 Respond to RFI's

- A. Provide clarification of the contract documents to the Contractor based upon the Contractor's written requests for information (RFI).
- B. Prepare written responses and drawings or sketches to the Contractor to clarify the contract documents.

### *Subtask 2.6.4 Assumptions*

- 1. Written responses to RFI will be completed within 2-3 calendar days of receipt of the Contractor's RFI, though more time may be necessary depending on the complexity of the required clarification.
- 2. For budgeting purposes, it is assumed the Contractor will submit up to 35 RFI's for review and comment, with each RFI requiring up to 6 hours.

## 2.6.5 Weekly Construction Meetings

- A. Attend weekly construction meetings in person.
  - 1. The purpose of these meetings is to identify any potential field problems and other issues regarding the project, as well as to review the project progress versus the project schedule.

### *Subtask 5.5 Deliverables*

- 1. Notes from weekly construction meetings (in PDF format).

### *Subtask 2.6.5 Assumptions*

- 1. For budgeting purposes, individual weekly construction meetings are assumed to be four hours in duration, which includes time before and after meetings for review site conditions, anticipated work, and ongoing discussions with City and Contractor. Project construction is assumed to take approximately 15 months to complete, with up to 68 weekly meetings budgeted. Task hours include travel, field visit and documentation.
- 2. Consultant attendance at weekly construction meetings includes Consultant's project engineer and construction management observation staff.

## 2.6.6 Additional Onsite Construction Observations

- A. Perform up to general construction site visits to coincide with important project construction milestones.
  - 1. The onsite representative will notify the City when arriving at and leaving the project site; prepare written reports on the construction activities at the site; maintain a diary of their activities, decisions, discussions with the Contractor and other observations; attend a coordinated on-site meeting with the City and Contractor; and document construction work by photographs. Additional visits to include 1 visit per month by Project Engineer and 1 visit per week by project Construction Management (CM) staff.
  - 2. Construction observation reports shall be submitted to the City following site visits.

### *Subtask 2.6.6 Deliverables*

1. Construction observation reports and associated photographs of ongoing activities (in PDF format).

### *Subtask 2.6.6 Assumptions*

1. The onsite representative to be assigned by Consor shall be approved by the City prior to the beginning of construction.
2. For budgeting purposes, construction site visits are assumed to take approximately 4 hours to complete.
3. Two visits are reserved for observation and testing of reservoir's interior coating systems.

## 2.6.7 Engineer of Record Special Inspections

- A. Coordinate Engineer of Record (EOR) Special Inspections as required by the Oregon Structural Specialty Code (OSSC).
  1. Consor will alert the City to the need for upcoming Special Inspections for various elements of project construction.
  2. As required by the current OSSC, the following EOR Special Inspections will be provided for with this scope of services:
    - a. Structural:
      - i. Foundation reinforcing and formwork.
      - ii. Wall reinforcing and formwork.
      - iii. Roof reinforcing and formwork.
      - iv. Substantial completion of all structural elements.
    - b. Geotechnical:
      - i. Subgrade and foundation grade for the planned reservoir.
      - ii. Reservoir Backfill
  3. Generation and submittal of EOR Special Inspection observation reports for each observation.

### *Subtask 2.6.7 Deliverables*

1. EOR Special Inspection observation reports (in PDF format).
2. Final summary letter documenting the results of observations, conclusions, and opinions from EOR Special Inspection site visits, Structural and Geotechnical (in PDF format).

### *Subtask 2.6.7 Assumptions*

1. For budgeting purposes, individual EOR Special Inspection site visits are budgeted for eight hours. Site visits also include expenses related to travel to and from the project site and EOR offices. No expenses have been provided for lodging.
2. Additional site visits by Structural and Geotechnical EORs may be provided at the City's request at an additional cost.

3. A quality control program will be required of the Contractor to provide soils testing for earth compaction, aggregate testing, asphaltic concrete (AC) pavement testing, and other testing procedures as required in the contract documents and in accordance with all construction permits.
4. City will be responsible for coordinating special inspection needs related to the Contractor's quality control program.

## 2.6.8 Review Contract Modifications

Provide services related to issuing contract modifications. These include preparation of contract modification proposal description and justification documentation, and making recommendations to the City regarding any contract modifications-

### *Subtask 2.6.8 Deliverables*

1. Formal contract modification documents with supporting materials (in PDF format).

### *Subtask 2.6.8 Assumptions*

1. For budgeting purposes, it is assumed the contractor will request up to 10 contract modifications, with each contract modification requiring up to 5 hours to review and process.

## 2.6.9 Facilities Startup and Testing

- A. Coordinate with the Contractor and the City for final testing and start-up of the facilities.
- B. Identify substantial completion of the project and submit a certificate of substantial completion with City concurrence.

### *Subtask 2.6.9 Deliverables*

1. Final testing and facilities start-up notes (in PDF format).
2. Certificate of Substantial Completion (in PDF format).

### *Subtask 2.6.9 Assumptions*

1. For budgeting purposes, testing and start-up activities are assumed to take up to two eight-hour days to complete.

## 2.6.10 Final Inspections

- A. Attend final inspection of the project with representatives of the City.
- B. Prepare a "punch list" of items of work remaining to achieve final completion of the project and to prepare for the City's acceptance of the project.
- C. Recommend procedures and timing of acceptance of the project. Advise the City and the Contractor of the dates for any warranty periods as established in the contract documents.

### *Subtask 2.6.10 Deliverables*

1. Notes from final inspection to include in punch list (in PDF format).

### *Subtask 2.6.10 Assumptions*

1. For budgeting purposes, final inspection is assumed to take approximately eight hours to complete.
2. City will coordinate scheduling and attendance for final inspection.

## 2.7 Project Closeout

### Objective

Under this task Consor will assist the City with closeout associated with the various project elements. These services will be provided starting with Substantial Completion and end with the anniversary inspection.

### 2.7.1 Record Drawings

Prepare record drawings of the project.

#### *Subtask 2.7.1 Deliverables*

1. One set of full-sized (22" x 34") set of record drawings
2. Electronic AutoCAD files
3. Two sets of half-sized (11"x17") drawings (in PDF format).

#### *Subtask 2.7.1 Assumptions*

1. Record drawings of the project will be based upon the construction records of the Contractor and City's onsite representative.

### 2.7.2 O&M Manual

Consultant will prepare Operations and maintenance manual for Reservoir site facilities based on Contractor submitted

#### *Subtask 2.7.2 Deliverables*

1. Provide three (3) bound hardcopies to the City.
2. Provide electronic version (PDF).

#### *Subtask 2.7.2 Assumptions*

1. Contractor to supply facility manuals for Consultant compilation.

### 2.7.3 Anniversary Inspection

- A. Assist the City with the facilitation of a one-year anniversary inspection and the administration of potential corrective actions by the Contractor.
- B. Report to the City and the Contractor on findings and corrections.

#### *Subtask 2.7.3 Deliverables*

1. Notes from the one-year anniversary inspection (in PDF format).



### *Subtask 2.7.3 Assumptions*

1. The City will provide a final Release from Warranty letter once all corrections are made to the satisfaction of the City.
2. For budgeting purposes, the warranty inspection is assumed to take approximately eight hours to complete.

## **Task 3 – Extra Work as Authorized**

### **Objective**

Assist the City with additional project engineering services (Extra Work) which are not included in this Proposed Scope of Services.

### **Activities**

Consultant will provide additional engineering services support for the project, as authorized by the City.

### **Task 3 Deliverables**

1. To be determined with authorization of Extra Work.

### **Task 3 Assumptions**

1. A budget of \$50,000 is allocated in the Proposed Project Fee Estimate for this task.
2. Request for additional engineering services (Extra Work) will be provided to the Consultant by the City in writing. Consultant will provide a proposed scope of services and fee estimate for Extra Work in writing. Consultant will not begin Extra Work until authorized by the City in writing.
3. Items which may be anticipated for Extra Work as Authorized include the following:
  - a. Additional Off-Site Piping Improvements
  - b. Additional efforts to Task 1.4, Hydraulic Modeling
  - c. Additional off-site improvements to turn down vaults or other facilities based on recommendations and findings of Task 1.4 Hydraulic Modeling
  - d. Additional work associated with Task 2.4, Permits and Approvals associated with Land Use Modifications.

## **Preliminary Drawing List**

See “Attachment A” for the preliminary drawing list compiled for this project. The project has been divided into two schedules for organization purposes as follows:

- A. Schedule A, West Side Reservoir
- B. Schedule B, SW Tooze Road Transmission Main

## Proposed Project Fee Estimate

Conсор proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$1,472,644, which includes design, permitting, and assistance with bidding and construction management and observation services. The proposed fee estimate is provided as "Attachment B." Fee estimates are based upon Consultant's standard 2023 labor rates.

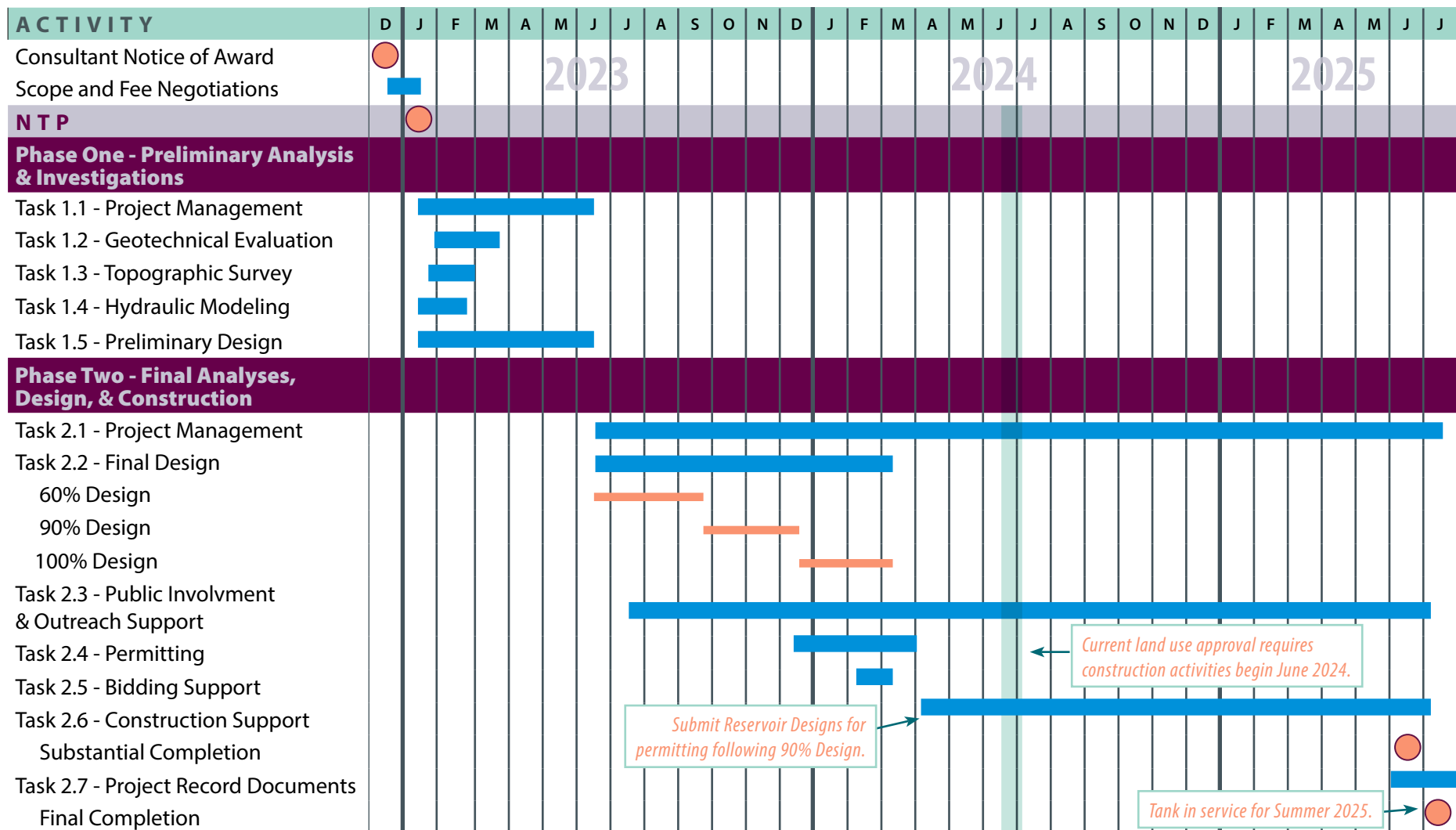
## Proposed Project Schedule

Conсор anticipates Notice to Proceed for January 16, 2023. Based upon this starting date, we have included a Preliminary Project Schedule as "Attachment C."

Sheet No.	Sheet Name	
<b>GENERAL</b>		
1	G-1	Cover Sheet and Vicinity and Location Maps
2	G-2	Index of Drawings
3	G-3	Symbols and Legend
4	G-4	Abbreviations
5	G-5	General Notes
6	G-6	Key Map and General Project Overview
<b>CIVIL</b>		
7	GEN-C-1	Miscellaneous Civil Details 1
8	GEN-C-2	City of Wilsonville Standard Details 1
9	GEN-C-3	City of Wilsonville Standard Details 2
10	GEN-C-4	WES Standard Details 1
11	GEN-C-5	WES Standard Details 2
<b>EROSION AND SEDIMENTATION CONTROL</b>		
12	ESC-1	ESC Cover Sheet and Notes
13	ESC-2	ESC West Side Reservoir Site Plan
14	ESC-3	ESC SW Tooze Road Tx Main, Typical, Plan
15	ESC-4	ESC Details 1
16	ESC-5	ESC Details 2
<b>TRAFFIC CONTROL PLAN</b>		
17	GEN-TCP-1	Traffic Control Plan 1
18	GEN-TCP-2	Traffic Control Plan 2
19	GEN-TCP-3	Traffic Control Plan 3
20	GEN-TCP-4	Traffic Control Details
<b>SCHEDULE A - WEST SIDE RESERVOIR</b>		
<b>CIVIL</b>		
21	RES-C-1	Reservior Site Layout Plan
22	RES-C-2	Reservoir Site Grading Plan
23	RES-C-3	Reservoir Site Access Road Profile and Details
24	RES-C-4	Reservoir Section and Underdrain Details
25	RES-C-5	Reservoir Floor Plan
26	RES-C-6	Reservoir Site Piping Plan
27	RES-C-7	Reservoir Site Piping Profiles 1
28	RES-C-8	Reservoir Site Piping Profiles 2
29	RES-C-9	Reservoir & Site Drainage Piping Plan
30	RES-C-10	Reservoir & Site Drainage Piping Details 2
31	RES-C-11	Reservoir & Site Drainage Piping Details 2
32	RES-C-12	Miscellaneous Reservoir Details 1
33	RES-C-12	Miscellaneous Reservoir Details 2
34	RES-C-13	Miscellaneous Reservoir Site Civil Details 1
35	RES-C-14	Miscellaneous Reservoir Site Civil Details 2
<b>STRUCTURAL</b>		
36	RES-S-1	Reservoir General Structural Notes
37	RES-S-2	Reservoir Quality Assurance Plan Notes
38	RES-S-3	Reservoir Foundation Plan
39	RES-S-4	Reservoir Roof Plan
40	RES-S-5	Reservoir Section and Column Details
41	RES-S-6	Reservoir Roof Slab Reinforcing Details and Waterstop Schedule
42	RES-S-7	Miscellaneous Reinforcing and Joint Details
43	RES-S-8	Prestressed Wall Section and Details
44	RES-S-9	Miscellaneous Details and Prestressing Notes
45	RES-S-10	Foundation and Pipe Block Details
46	RES-S-11	Interior Ladder and Roof Hatch Details
47	RES-S-12	Additional Reservoir Details
<b>MECHANICAL</b>		
48	RES-M-1	Reservoir Piping Entrance/Exit Plan and Sections 1
49	RES-M-2	Reservoir Piping Entrance/Exit Plan and Sections 2
50	RES-M-3	Reservoir Roof Vent Details
<b>ELECTRICAL</b>		
51	RES-E-1	Electrical General Notes and Abbreviations
52	RES-E-2	Electrical Symbols, Legend, and Standard Details
53	RES-E-3	Reservoir One-Line Diagram
54	RES-E-4	Reservoir Electrical Site Layout Plan
55	RES-E-5	Reservoir Roof Plan
56	RES-E-6	Reservoir Site Grounding Plan
57	RES-E-7	Reservoir Site Grounding Details
58	RES-E-8	Reservoir Electrical Details
59	RES-E-9	Reservoir Conduit and Conductor Schedules
<b>INSTRUMENTATION AND CONTROLS</b>		
60	RES-I-1	Reservoir Site Process & Instrumentation Diagram
61	RES-I-2	Reservoir Instrumentation Details 1
62	RES-I-3	Reservoir Instrumentation Details 2
63	RES-I-4	Reservoir Instrumentation Details 3
<b>LANDSCAPING</b>		
64	RES-L-1	Reservoir Site Restoration Details
65	RES-L-2	Reservoir Site Restoration Plan
<b>SCHEDULE B - TRANSMISSION MAIN</b>		
<b>CIVIL</b>		
66	TM-C-1	Plan & Profile 1
67	TM-C-2	Plan & Profile 2
68	TM-C-3	Plan & Profile 3
69	TM-C-4	Plan & Profile 4
70	TM-C-5	Plan & Profile 5
71	TM-C-6	Plan & Profile 6
72	TM-C-7	Plan & Profile 7
73	TM-C-8	Plan & Profile 8
73	TM-C-9	Miscellaneous Transmission Main Civil Details 1
74	TM-C-10	Miscellaneous Transmission Main Civil Details 2
<b>MECHANICAL</b>		
75	TM-M-1	SW Tooze Road Vault Improvements, Plan
76	TM-M-2	SW Tooze Road Vault Improvements, Sections & Details 1

**WEST SIDE RESERVOIR AND SW TOOZE ROAD TRANSMISSION MAIN  
CITY OF WILSONVILLE  
PROPOSED FEE ESTIMATE**

Staff Name	LABOR CLASSIFICATION (HOURS)																							Hours	Labor	Subconsultants						Subconsultant Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total
	Principal Engineer V	Principal Engineer IV	Principal Engineer III	Principal I	Professional Engineer VI	Professional Engineer V	Professional Engineer IV	Professional Engineer VI	Professional Engineer III	Engineering Designer III	Engineering Designer II	Cost Estimator III	Construction Manager VI	Construction Manager V	Technician III	Technician IV	Technician II	Technician III	Administrative II	Administrative II	Administrative I																
	\$295 Ginter	\$284 Boland	\$271 Alderman	\$257 Menberud	\$206 Blair	\$194 Flock	\$183 Husk	\$206 FosterB	\$177 Connors	\$177	\$163	\$276 Griesinger	\$225 Hedberg	\$207 Maxwell	\$158 Ramos	\$176 Estep	\$158 McFaddin	\$158 Elgharabli	\$112 Gillis	\$112 Steinberg	\$99 Solmes																
Task 1.1 - Project Management																																					
1.1.1 Project Invoicing / Status Updates			2		6				6										12		8																
1.1.2 Weekly Project Design Meetings			6		14				21																												
1.1.3 Any Project Meetings			4		8				12																												
1.1.4 Maintain Project Tracking Logs																																					
1.1.5 O&OC																																					
Task 2.1 Subtotal	0	16	16	0	32	0	0	0	47	0	0	0	0	0	0	0	0	0	12	0	8																
Task 1.2 - Geotechnical Investigations																																					
Geotechnical Investigations					4				8			8																									
Task 2.2 Subtotal	0	0	0	0	4	0	0	0	8	0	8	0	0	0	0	0	0	0	0	0	0																
Task 1.3 - Topographic Survey																																					
1.3.1 West Side Reservoir Site					2				8			8				2	8																				
1.3.2 SW Tooele Road Transmission Main					2				8			8				2	16																				
Task 2.3 Subtotal	0	0	0	0	4	0	0	0	16	0	16	0	0	0	0	4	14	0	0	0	0																
Task 1.4 - Hydraulic Modeling																																					
1.4.1 Internal Loading Data	4				4	16										24	5	1,108																			
1.4.2 Hydraulic Modeling	8				4	48										60	5	12,490																			
1.4.3 Technical Memorandum	8				8	24										40	5	8,664																			
Task 2.4 Subtotal	10	0	0	0	16	88	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																
Task 1.5 - Preliminary Design																																					
1.5.1 West Side Reservoir	2				16		16		36	80						266	5	46,910	9,050	2,685	10,560																
1.5.2 SW Tooele Road Transmission Main	2				20			24	40		80					174	5	30,374																			
1.5.3 Preliminary Design Report	4				24		8		40		16					102	5	20,108																			
Task 2.5 Subtotal	0	0	8	0	60	0	24	24	156	80	80	16	0	0	0	16	88	0	0	10	0																
Task 2.1 - Project Management																																					
2.1.1 Project Invoicing / Status Updates			5		24				24						8				24		8																
2.1.2 Weekly Project Design Meetings (Design Phase Only)			6		18				30							18																					
2.1.3 Any Project Meetings (Design Phase Only)			2		12				12							30																					
2.1.4 Maintain Project Tracking Logs (Design Phase Only)									16							22																					
2.1.5 O&OC																																					
Task 2.1 Subtotal	0	20	32	0	62	0	0	0	82	0	0	0	0	8	8	0	0	0	24	0	8																
Task 2.2 - Final Design																																					
2.2.1 West Side Reservoir																																					
2.2.1.A 60% Design			4		24				120	180						0																					
2.2.1.B 90% Design			4		24				100	180						480		3,288		6,800																	
2.2.1.C Final Design			2		20				80	140						454		3,288		6,800																	
2.2.2 SW Tooele Road Transmission Main																																					
2.2.2.A 60% Design																0																					
2.2.2.B 90% Design			4		16				60	100						276		49,120		8																	
2.2.2.C Final Design			2		16				40	68						248		46,270		11																	
Task 2.2 Subtotal	0	0	18	0	120	0	46	160	300	500	240	54	0	0	0	52	404	56	0	40	0																
Task 2.3 - Public Involvement and Outreach																																					
Public Involvement and Outreach																																					
Task 2.3 Subtotal	0	0	2	68	16	0	0	0	14	0	0	0	0	0	0	8	0	0	0	0	0																
Task 2.4 - Permitting and Approvals																																					
Permitting and Approvals																																					
Task 2.4 Subtotal	0	0	0	0	8	0	20	0	24	32	0	0	0	0	0	0	20	0	0	0	0																
Task 2.5 - Bidding Support																																					
Bidding Support			2		20				60							6				4																	
Task 2.5 Subtotal	0	0	2	0	20	0	0	0	60	0	0	0	0	0	0	6	0	0	4	0	0																
Task 2.6 - Construction Support																																					
2.6.1 Construction Administration			10		75																																
2.6.2 Construction Conference									8							30		1,830																			
2.6.3 Shop Drawings and Submittals									60	12	50					130		22,542		5,157																	
2.6.4 Respond to RFI's					64	58	22									214		38,934		2,966																	
2.6.5 Weekly Construction Meetings					270											638		129,525																			
2.6.6 Additional Onsite Construction Observations																390		80,010																			
2.6.7 Engineer of Record Special Inspections																20		4,140		54,310																	
2.6.8 Inverse Contract Modifications					40	12										92		17,341																			
2.6.9 Facilities Testing & Start-Up					16	24										48		9,448																			
2.6.10 Final Inspection					8											40		7,792																			
Task 2.6 Subtotal	0	0	10	0	169	0	0	6	554	70	72	0	64	664	122	4	8	4	0	0	0																
Task 2.7 - Project Closeout																																					
2.7.1 General Cleaning					40											112		39,898		2,100																	
2.7.2 O&M Manual					32											70		13,980																			
2.7.3 Anniversary Inspection																																					
Task 2.7 Subtotal	0	0	0	0	14	0	0	0	88	0	0	0	0	60	16	4	36	4	0	0	0																
Task 3 - Extra Work As Authorized																																					
Extra Work As Authorized																																					
Task 3 Subtotal	0	0	0	0	242	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																
TOTAL - ALL TASKS	20	36	88	68	767	88	30	190	1309	682	416	70	64	732	146	88	576	64	36	54	16																





## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 6, 2023		<b>Subject: Resolution No. 3018</b> Authorizing the City Manager to Execute a Professional Services Agreement with Century West Engineering to provide Engineering Consulting Services for the 2023 Street Maintenance Project (Capital Improvement Project No. 4014)	
		<b>Staff Member:</b> Andrew Barrett, PE, Capital Projects Engineering Manager	
		<b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		<b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Goal 1.5 Implement existing transportation plans and advance planning efforts to improve our local transportation network.	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) with Century West Engineering in the amount of \$199,313.50 for engineering consulting services for the 2023 Street Maintenance project (Capital Improvement Project No. 4014).

**EXECUTIVE SUMMARY:**

The Wilsonville Annual Street Maintenance Program funds the planning, design, and construction of street surface rehabilitation projects necessary to maintain a safe and reliable street network. The 2023 Street Maintenance project (Project) follows the completion of the ADA curb ramps and pedestrian improvements on Wilsonville Road at the intersections with Boones Ferry Road and Rose Lane. The Project will rehabilitate the street surface of each road section, as shown in **Attachment 1 – Vicinity Map**, and listed below:

- Wilsonville Road, Kinsman Road to Boones Ferry Road.
- Wilsonville Road, Boeckman Creek Bridge to concrete section east of Rose Lane.
- Boeckman Road, Boberg Road to Parkway Avenue. This section does not include the concrete section of the I-5 overpass.
- Parkway Avenue, Burns Way to Printer Parkway.

A Request for Proposals (RFP) for engineering consulting services was issued on November 2, 2022. A total of four (4) proposals were submitted on December 6, 2022, and subsequently evaluated by the City's selection review committee. Century West Engineering was identified as the successful proposer in accordance with City and State procurement requirements for professional services over \$100,000.

Century West Engineering will be responsible for delivering contract documents, which will be used to request bids from qualified paving contractors for the construction phase of the Project. Century West Engineering will also provide engineering support services throughout the construction phase of work. The engineering services scope of work is included with the Professional Services Agreement as **Exhibit A to Resolution No. 3018**.

**EXPECTED RESULTS:**

Rehabilitation of the street surface will improve the smoothness of the roadway for drivers, extend the useful life of the existing pavement sections, and minimize the cost of future maintenance activities. Early rehabilitation will minimize the risk of a full replacement being required later, continuing to provide a safe, reliable City street network.

**TIMELINE:**

Final design of the Project is scheduled to be completed by the end of March 2023. Construction is anticipated to begin June 2023 and be completed by September 2023.

**CURRENT YEAR BUDGET IMPACTS:**

The adopted budget for FY 22/23 includes funding for engineering design and overhead for the Project as summarized below.

CIP No.	Project Name	Funding Source	Adopted FY 22/23 Budget	Contract Amount
4014	2023 Street Maintenance	Road Maintenance Fees	\$817,200	\$199,313.50
		Total	\$817,200	\$199,313.50

The contract amount for the Project is within the FY 22/23 budgeted amount. The Project is included in the City's five-year capital improvement plan and will carry into subsequent fiscal years.

**COMMUNITY INVOLVEMENT PROCESS:**

The 2016 update of the Wilsonville Annual Road Maintenance Program included outreach to rate payers and formation of a task force with representatives from residential and business interests tasked with making Program recommendations to the City Council.

During design, the project team will coordinate with affected property owners, residents, and businesses to plan for and accommodate access during construction. Prior to the start of construction, there will be a public outreach process to inform the community of the Project and potential impacts. The outreach will be conducted through the Boones Ferry Messenger, City project webpage, social media, project signage, door hangers, and mailers.

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

The Project will provide improvements to streets throughout the City varying in functional classifications from minor arterial to major arterial. Maintaining these streets will improve the safety and reliability of the roads through smoother road surfaces with less cracks and potholes and new, updated striping elements. Maintenance will extend the useful life of these street sections and prevent or delay larger, more costly, replacements in the future.

**ALTERNATIVES:**

The Project work will include a number of design alternatives to be assessed as part of the engineering work. The appropriate street maintenance rehabilitation method(s) will be selected to ensure the longest extension of effective pavement life at the best value.

**CITY MANAGER COMMENT:**

N/A

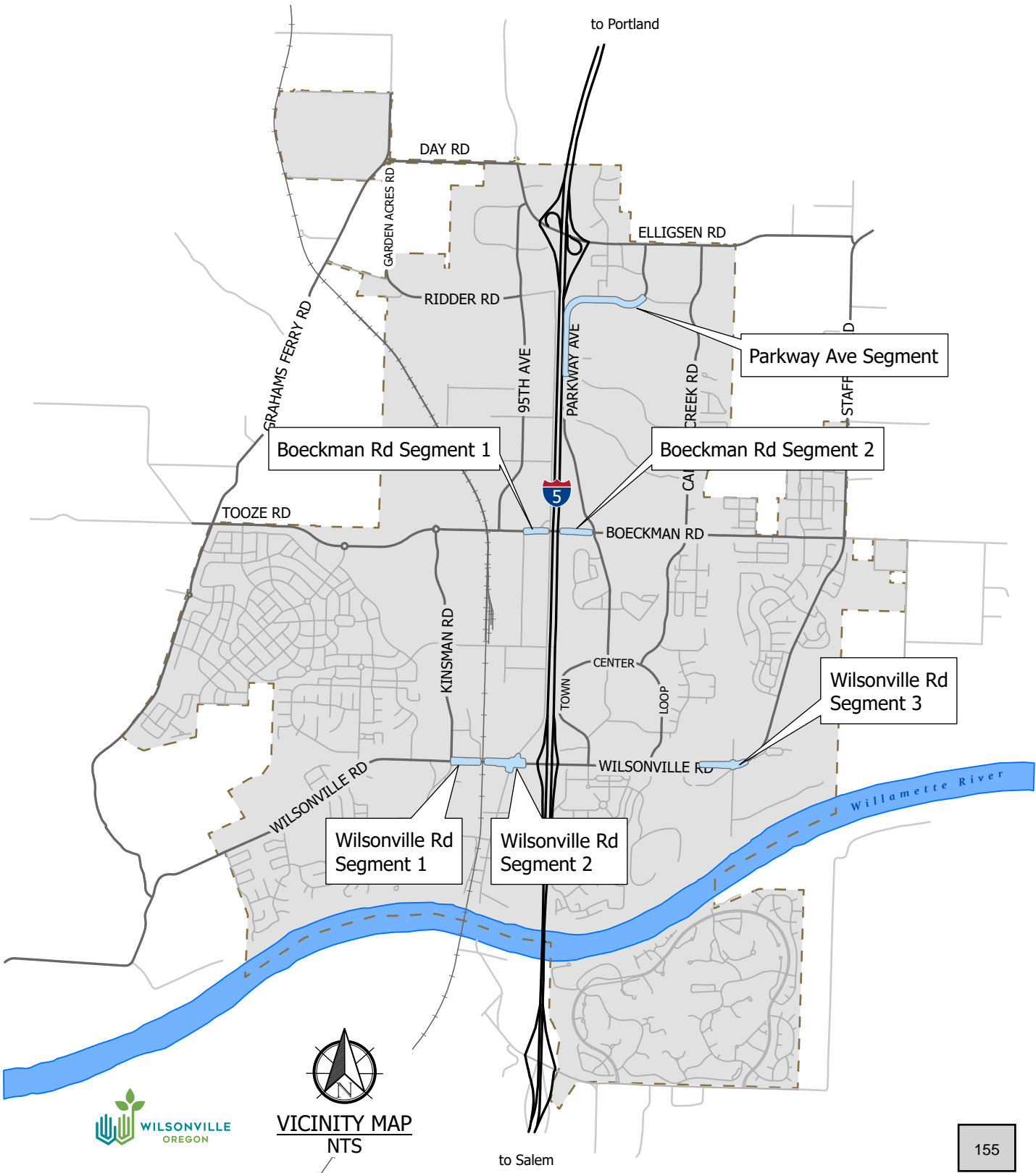
**ATTACHMENTS:**

1. Vicinity Map
2. Resolution No. 3018
  - A. 2023 Street Maintenance Professional Services Agreement



ATTACHMENT 1  
2023 Street Rehabilitation Project CIP# 4014

Item 15.



VICINITY MAP  
NTS

**RESOLUTION NO. 3018**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CENTURY WEST ENGINEERING FOR ENGINEERING CONSULTING SERVICES FOR THE 2023 STREET MAINTENANCE PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 4014).**

WHEREAS, the City has planned and budgeted for engineering design for Capital Improvement Project No. 4014, known as the 2023 Street Maintenance project (the Project); and,

WHEREAS, the City solicited proposals from qualified consulting firms that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and,

WHEREAS, Century West Engineering submitted a proposal on December 6, 2022, and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and,

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Century West Engineering has provided a responsive and responsible proposal for engineering consulting services.

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, a Professional Services Agreement with Century West Engineering for a not-to-exceed amount of \$199,313.50, which is substantially similar to **Exhibit A** attached hereto.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6<sup>th</sup> day of February, 2023, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Councilor Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. 2023 Street Maintenance Professional Services Agreement

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the 2023 Street Maintenance Project (“Project”) is made and entered into on this \_\_\_\_ day of February 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Century West Engineering Corporation**, an Oregon corporation (hereinafter referred to as “Consultant”).

**RECITALS**

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

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

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

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

**AGREEMENT**

**Section 1. Scope of Work**

Consultant shall diligently perform the engineering services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

**Section 2. Term**

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than September 30, 2023, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

**Section 3. Consultant’s Services**

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or

in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

#### **Section 4. Compensation**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED THIRTEEN DOLLARS AND FIFTY CENTS (\$199,313.50), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 17**.

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

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

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

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

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 15**.

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

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

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

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

## **Section 8. Project Information**

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

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

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

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

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

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

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

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

11.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant

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

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

## **Section 12. Consultant Responsibilities**

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

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

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



## Section 13. Indemnity

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

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

## Section 14. Insurance

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

14.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this

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

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

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

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

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

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant’s liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant’s Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via

ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

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

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

15.1.1. By mutual written consent of the parties;

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

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

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant

with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

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

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

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

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

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

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

Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

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

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

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

19.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

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

## **Section 20. Notices**

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

To City: City of Wilsonville  
Attn: Andrew Barrett, Capital Projects Engineer Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

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

## **Section 21. Miscellaneous Provisions**

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions,

representations, or agreements. In case of conflict among these or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

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

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

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

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

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

21.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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

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

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

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

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

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

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

21.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

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

21.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be

entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

**CONSULTANT:**

**Century West Engineering Corporation**

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

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

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

EIN/Tax I.D. No. \_\_\_\_\_

**CITY:**

**City of Wilsonville**

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

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

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

APPROVED AS TO FORM:

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



## SCOPE OF WORK

### **PROJECT UNDERSTANDING**

The City of Wilsonville (City) requested the assistance of Century West Engineering (Century West/CWE) to provide project management; survey; pavement testing and recommendations; plans, estimates, and specifications (PS&E); bidding assistance; and construction services for pavement rehabilitation of the following roadway segments as a part of the City's 2023 Street Maintenance (please see attached project map):

- Wilsonville Road, Kinsman Road to Boones Ferry Road (excluding areas in railroad right-of-way (ROW))
- Wilsonville Road, Boeckman Creek Bridge to Concrete Section (east of Rose Lane)
- Boeckman Road, Boberg Road to Parkway Avenue (excluding areas in ODOT ROW at the I-5 overpass)
- Parkway Avenue, Burns Way to Printer Parkway

The subject roadways are urban in nature and are a mix of curbed and uncurbed, sidewalks and no sidewalks, in both residential and commercial areas. The road segments present a variety of pavement rehabilitation needs from light to moderate cracking exhibited in many areas, to large-scale alligator cracking evident of base failure.

The pavement conditions will be evaluated by the CWE team and recommendations will be provided to the City. Pavement striping will be replaced along all corridors within the project limits. Traffic signal loop detection will be replaced on streets that require grind and inlay or full depth reconstruction treatments.

The scope of work excludes the evaluation of existing pedestrian facilities (ramps and pedestrian signal push buttons), which are planned to be upgraded in 2023 in advance of this project.

### **TASK 1: PROJECT MANAGEMENT**

This task includes the overall planning, monitoring, and control of project efforts to meet the technical work efforts, quality control, project deliverables, cost, schedule, and communication objectives. Century West assumes that the project duration for the Management/Administration duties will be no longer than nine (9) calendar months. The work will be accomplished under the following subtasks:

#### **1.1 Administration**

- a. Maintain project records, budgets, and communications for the duration of the project.
- b. Brief bi-weekly email reports on project status.
- c. Manage all sub-consultants.
- d. Process and submit monthly billing with a summary of project status by task.
- e. Create, monitor, and maintain project schedule.

#### **1.2 Meetings**

- a. Kickoff Meeting: Century West will organize and attend a project kickoff meeting to accomplish the items below. Attendees will include CWE PM, CWE Principal-in-Charge, Geotechnical PM, and City PM. Meeting is assumed to be up to two (2) hours in duration.
  - i. Establish clear lines of communication and procedures to be followed.

- ii. Confirm understanding of project scope, schedule, level of plan detail, etc.
- iii. CWE will provide meeting notes and action items following the meeting.
- b. Milestone Review Meetings: Century West will coordinate with City of Wilsonville for post-milestone review meetings to discuss any redline comments or general project feedback. CWE has budgeted to attend up to three (3), two (2) hour meetings to discuss the project. CWE attendees will include CWE PM and CWE Principal-in-Charge.
- c. Biweekly Meetings: CWE PM will organize and conduct project meetings twice a month with City PM. Geotechnical PM will attend up to two (2) of these meetings. Meetings are assumed to be up to thirty (30) minutes in duration.
- d. It is anticipated that virtual meetings and/or calls will be utilized for all meetings noted above.

## **TASK 2 – SURVEY**

### **2.1 Topographic Survey**

Unmanned Aerial Vehicle (UAV) mapping will be utilized on the roadway segments listed above. Data will be collected via UAV and photogrammetry, supported by ground survey control and Quality Assurance observations. At a minimum, surveying shall include the following:

- a. Establishing a horizontal and vertical survey control network
- b. Reference the network and all mapping to City of Wilsonville approved vertical datum, NAVD 88.
- c. Surveying and preparing a map showing the following:
  - i. Locations and rim elevations for all sanitary and storm structures within the project area. For water valves and meters, provide the location and box rim elevation.
  - ii. Locate utility poles and meters
  - iii. Locate underground utilities
    - 1. Within adjacent right-of-way per Utility Notification Center (one-call) markings. Request will be submitted ten (10) business days prior to fieldwork
  - iv. Locate edge of pavement and top face of curb
  - v. Locate striping and signage
  - vi. Locate sidewalk, curb ramps, and driveways
  - vii. **Not Included** - Fences, mailboxes, streetlights, and trees
- d. Provide orthorectified aerial imagery (aerial background)
- e. Prepare 2D drawing with rim elevations - survey information is to be given to the City in current AutoCAD (DWG) format.
- f. NOT included in this scope of work (these can be added if required)
  - i. Underground utilities outside of ROW
  - ii. Wetland mapping
  - iii. Boundary surveying
  - iv. Easement mapping
  - v. Trees: Mapping individual trees
- g. DATUM:
  - i. Horizontal: Oregon State Plane
  - ii. Vertical: NAVD88

### **2.2 Monument Preservation**

- a. Locate all monuments that will be disturbed by Grind/Overlay, Grind/Inlay operations

- i. Assumption: ten (10) monuments will potentially be disturbed
- b. Referenced to the Oregon North State Plane Coordinates
- c. Establish control points in each of the above-mentioned area(s) with GPS and/or Conventional Surveying Techniques – minimum of three (3) control points
- d. Double occupy all monuments
- e. Report Grid Coordinate Values of each found monument
- f. Draft & File Survey Record(s):
  - i. Survey to be drafted to County standards and filed with Clackamas County
- g. S&F will reset found monuments at previously reported position (if monument disturbed)
  - i. Set 5/8" Iron Rods w/ yellow plastic caps where applicable.

### **TASK 3 – PAVEMENT INVESTIGATION & RECOMMENDATIONS**

#### **3.1 Field Investigation**

#### **3.2 Analysis, Recommendations, Project Management**

Pavement rehabilitation design recommendations will be provided based on analysis and the City's pavement design standards and assuming the following scope of work:

- a. Complete a generalized distress survey of the road sections. Provide recommendations for pavement areas that may require repair prior to rehabilitation.
- b. Complete falling weight deflectometer (FWD) testing for each street segment in the outside wheel track of the main travel lanes
- c. Explore subsurface conditions in the proposed sections by completing pavement borings to depths of up to three (3) feet below ground surface (BGS). The following number of explorations for each road section are recommended:
  - i. Wilsonville Road at Kinsman – Eight (8) explorations
  - ii. Wilsonville Road at Boeckman Creek – Four (4) explorations
  - iii. Boeckman Road – Four (4) explorations
  - iv. Parkway Avenue – Eight (8) explorations
- d. Maintain a detailed log of the explorations. Obtain samples of the pavement, base, and subgrade materials encountered and perform laboratory testing including moisture content, Atterberg limits, and material passing a U.S. Standard No. 200 sieve.
- e. Patch pavement borings with polymer modified asphalt patch.
- f. Obtain 48-hour traffic classification counts through subcontractor at a total of five (5) locations (two (2) on Parkway Avenue).
- g. Estimate pavement thickness from a review of subsurface explorations.
- h. Analyze FWD and subsurface data to estimate existing pavement capacity.
- i. Calculate estimated pavement equivalent single axle loads (ESAL) based on the traffic classification count data.
- j. Provide traffic control and traffic control plans when required for testing. It is assumed permitting requirements and fees will be managed by City personnel.
- k. Provide recommendations for pavement preservation based on existing pavement condition, pavement capacity, and required pavement capacity based on ESAL results.
- l. Provide a DRAFT and FINAL Pavement Design Report summarizing our findings and recommendations.

**TASK 4 – ENGINEERING & DESIGN (60%, 90%, 100%/FINAL & BID DOCUMENTS)****4.1 60% Design & Estimate**

- a. **Field Reconnaissance:** Conduct field reconnaissance of roadway rehabilitation locations. The team will verify existing conditions and provide photo documentation of pavement conditions prior to design efforts.
- b. Provide designs and layouts for pavement improvements based on the DRAFT Pavement Design Report, Field Reconnaissance, and discussions with City staff.
  - i. Pavement reconstruction and grind/inlay limits.
  - ii. Pavement section details.
  - iii. Roadway and driveway grading are not included.
  - iv. Design/improvements will be shown in plan view only. It is assumed that no profiles will be developed/provided.
  - v. It is assumed no walls will be impacted by the design/no wall design will be needed.
- c. Provide designs and layouts for proposed striping improvements/replacements/modifications.
- d. Prepare construction drawings at each milestone using AutoCAD Civil 3D 2022 software, including the following estimated sheets (22x34):
  - i. Cover (1 sheet)
  - ii. Sheet Index (Plan Sheet Key Map) and Survey Layout (2 sheet)
  - iii. General Notes & Legend (1 sheet)
  - iv. Erosion & Sediment Control Notes (1 sheet)
  - v. Typical Sections (2 sheets)
  - vi. Roadway Plans 1:20 Scale (20 sheets)
  - vii. Signing and Striping Plans 1:20 Scale (20 sheets)
  - viii. Wilsonville Road/Boones Ferry Road Traffic Control Plans (4 sheets)
  - ix. Details (10 sheets)
- e. Prepare engineer's estimate of the project construction cost.
- f. Assumptions:
  - i. Traffic Control Plans will only encompass the intersection of SW Wilsonville Road and SW Boones Ferry Road. No other traffic control plans will be produced. Other Traffic Control Requirements will be managed in the specifications.
  - ii. No additional exhibits and materials are necessary to support the City with notification/coordination of adjacent homeowners and businesses.
  - iii. No coordination with other agencies nor other project stakeholders will be necessary.
  - iv. Any permitting will be managed by the City of Wilsonville.
  - v. Traffic engineering to include replacement of loops only. Clackamas County will review any impacted loops and provide feedback.

**4.2 90% PS&E**

- a. Incorporate any comments received during the 60% milestone review meeting.
- b. Prepare draft specifications and project special provisions based on ODOT 2021 Standard Specifications and the latest City Public Works Standards. City to provide standard Special Provisions for inclusion in the project special provisions. The project special provision shall clearly document deletions from, additions to, and modifications to the ODOT standard specifications. City to

provide/complete “front end” specifications.

- c. Prepare bid schedule and bid item descriptions.
- d. Prepare and provide 90% plans, estimate, bid schedule and descriptions, and project special provisions for City review.

#### **4.3 100%/Final PS&E and Bid Documents**

- a. Incorporate any comments received during the 90% milestone review meeting.
- b. Prepare and provide final plans, estimate, bid schedule and descriptions, and project special provisions.

### **TASK 5 – BID PERIOD SUPPORT AND CONSTRUCTION SERVICES**

Provide pre-construction services, construction administration, resident observation, and post-construction services. CWE will provide a Construction Manager (CM) and Resident Observer (RO) for the duration of the project. It is assumed that project construction period will occur over a 10-week active duration.

#### **5.1 Bid Period Support**

- a. Respond to contractor’s requests for information during the bid period.
- b. Prepare any necessary addenda.
- c. Attend bid opening and tabulate bids.
- d. Make recommendation for award.
- e. Coordination with advertisement agency, paying of necessary advertisement fees, etc., shall be the responsibility of City of Wilsonville.
- f. Printing of documents and distribution to prospective Contractors shall be the responsibility of City of Wilsonville.
- g. Preparation of notice of advertisement shall be the responsibility of City of Wilsonville.

#### **5.2 Construction Support & Inspection**

- a. **Pre-construction Conference:** City of Wilsonville will arrange, organize, prepare for, and conduct a preconstruction conference. City will prepare an agenda and arrange for attendance by City staff, the construction contractor, affected utility staff, and other parties with interest in the project construction. CWE’s CM will attend meeting in person. Meeting minutes will be prepared and distributed by City.
  - i. Obtain and review the project construction schedules from the construction contractor prior to the pre-construction conference.
  - ii. The City will provide “As-Bid” documents to the construction contractor in electronic PDF version.
- b. **Construction Progress Meetings:** Construction progress meetings with construction contractor, CWE’s CM, RO, and City staff will be important to facilitate communication during the project. Weekly construction meetings will be held throughout the active construction phase. CWE’s CM and RO will attend and facilitate all weekly meetings over the anticipated 10-week active construction period. Tasks to be accomplished include: assist with resolving project difficulties, review the progress of the work, and confirm that the work is proceeding in accordance with the contract documents.
- c. **Agency and Utility Consultations:** To be provided by City staff.
- d. **Geotechnical Inspection:** Not Included

- e. **Respond to RFIs:** CWE CM or RO to provide responses in a timely manner to Requests for Information (RFIs). It is expected that up to two (2) RFIs will be issued on the project.
- f. **Proposal Requests & Change Orders:** Manage and provide responses in a timely manner to Proposal Requests (PR's) and prepare necessary Change Orders (CO's) which shall include a cost estimate, cost/price analysis, description of work and schedule impacts. It is anticipated that up to one (1) PR and one (1) CO will be processed during the project.
- g. **Submittal Review:** CWE CM to provide responses in a timely manner to submittals. CM to prepare a tracking spreadsheet of all required submittals and provide to the construction contractor at the pre-construction meeting. It is anticipated that twelve (12) submittals will be reviewed, which will include material/product submittals (schedule, ESC, concrete mix for MH/valve adjustments, asphalt mix, and striping, loops) and Traffic Control Plans (TCPs). Temporary Pedestrian Accessible Route Plan (TPARP) are not anticipated.
- h. **Clarifications and Interpretations:** CWE CM to provide clarification and interpretation of the contract documents to the construction contractor, City staff, and RO.
- i. **Pay Request Review** - CM and RO shall review the contractor's applications for payment and make recommendations for payment to the City. It is assumed that up to two (2) pay requests including the final payment request will be received and reviewed. Pay requests shall be prepared on City's standard forms.
- j. **Construction Inspection** - CWE's RO will provide part-time as-needed on-site construction inspection through the construction period. This is assumed to be 20 hours/week over the 10-week active construction period. The RO will perform the following:
  - i. Prepare daily construction inspection reports and submit to the City with project closeout documents, unless requested at an earlier date. Supplement the inspection reports with electronic photos taken as frequently in time and location along the project route as needed to document key features construction progress, techniques, equipment used and information that supports markings on record drawings. These reports will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided to the construction contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes. CWE standard daily inspection reporting forms will be used.
  - ii. Attend weekly progress meetings
  - iii. Observe quality control activities
  - iv. Assist with quantity verification
  - v. Review daily acceptance testing
  - vi. Report non-compliance issues to the CM and City
  - vii. Observe and check surveying conducted by the construction contractor
  - viii. Monitor compliance with the Traffic Control Plan (TCP)
- k. **Final Review and Inspection:** Prepare for and conduct a preliminary review and inspection of the project. Prepare a "punch list" of work items remaining to achieve final completion of the project and prepare for City acceptance. The City, CWE CM, and the RO will conduct a final inspection walk-through to confirm items have been completed. Advise the City and the contractor of the dates for any warranty periods as established in the contract documents.
- l. **Claims Support:** Notify the City of any potential or actual claims or protests by the construction contractor. Coordinate with City staff and legal counsel as necessary regarding these matters. Provide additional services as requested to evaluate an unreasonable claim or an excessive number of claims submitted by the contractor or others in connection with the project or to assist the City in any legal

matters associated with the above.

- m. **Certifications:** Provide certifications that all work was performed in accordance with the approved plans and specifications as modified during construction. Obtain from the contractor all required final certifications and other documentation as required in the contract documents.

### 5.3 Record (As-built) Drawings

- a. Prepare and submit to the City redlined record drawings upon completion of construction based upon the construction records of the contractor and RO.

### ADDITIONAL SERVICES (CONTINGENCY)

CWE will perform additional services as requested and approved by the City.

### 2.3 3D Topographic Survey

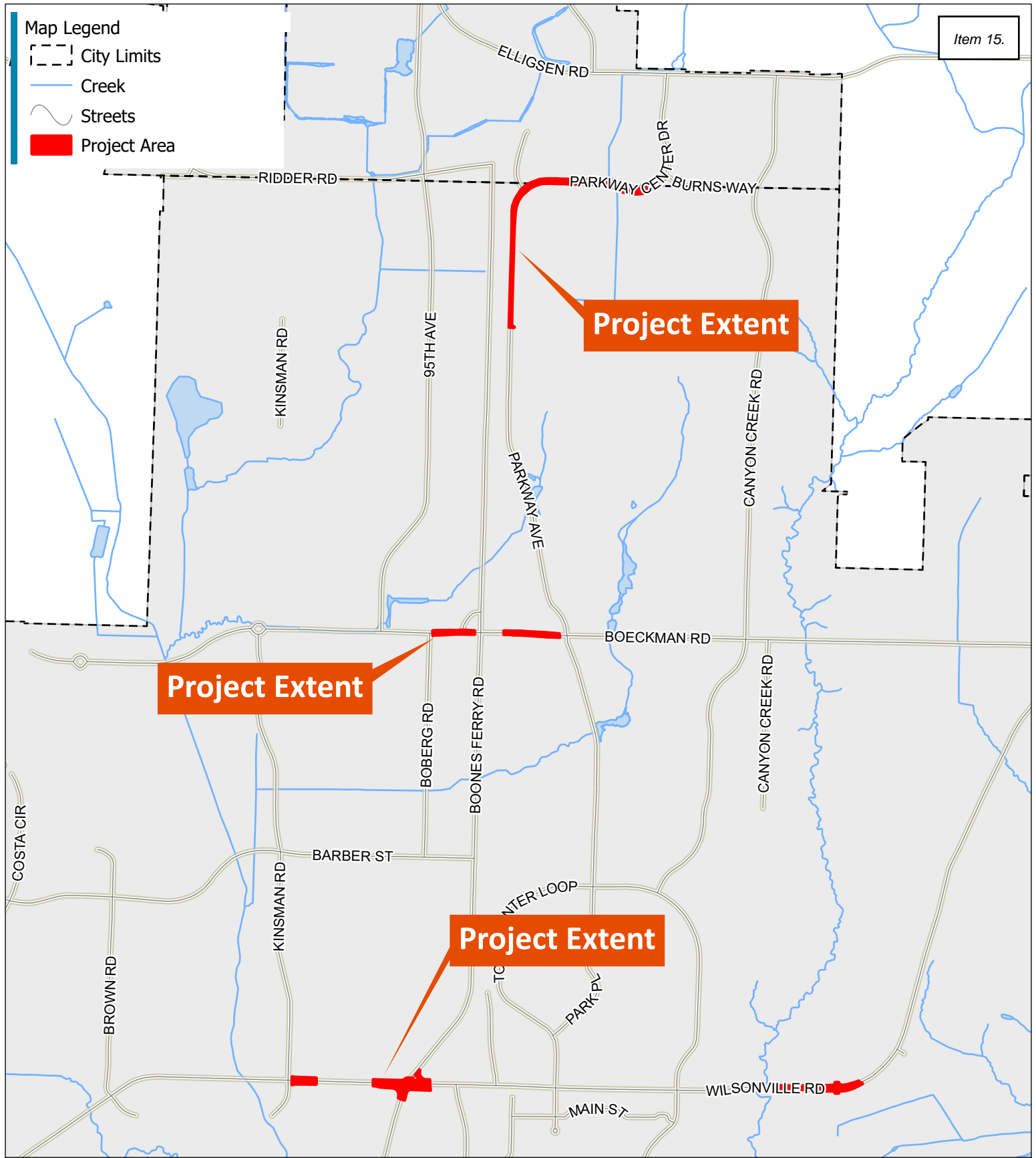
Provide 3D topographic survey of streets that will require a full depth reclamation.

### 3.3 Ground Penetrating Radar (GPR) Testing

- a. Complete ground penetrating radar (GPR) testing for each street segment in the outside wheel track of the main travel lanes.
- b. Evaluate pavement thickness and distress based GPR and pavement core data.
- c. Incorporate GPR results into analysis of FWD, subsurface data, and existing pavement capacity.
- d. Provide a summary of the GPR data results within the report.

### 4.4 Permit Support

CWE will provide permitting support/coordination to the City for permitting necessary for work adjacent to railroad ROW and/or work taking place in ODOT ROW. It is assumed no roadway work will take place within railroad ROW and that no roadway profiles will need to be produced as a part of said permitting.



# 2023 Street Maintenance Projects

## Project Location Map

EXHIBIT A

### Disclaimer

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





EXHIBIT B

City of Wilsonville 2023 Street Maintenance Engineering Fee		Century West Engineering (CWE)					Central Geotechnical Services						S&F Land Services	
Task Code	Task Description	Principal-in- Charge	Project Manager/CM	Project Engineer	EIT2/RO	Project Coordinator	Principal Engineer	Associate Engineer II	Engineering Geologist II	Geologic Staff II	Geologic Staff I	Administrative Assistant	Subconsultant Fees	
	January 10, 2023	\$240.00	\$177.00	\$140.00	\$118.00	\$107.00	\$235.00	\$175.00	\$195.00	\$130.00	\$105.00	\$85.00		
														Budgeted Cost
1	PROJECT MANAGEMENT													
1.1	Administration	1	18			9								\$ 4,389.00
1.2	Meetings	8	17				3							\$ 5,634.00
		9	35	0	0	9	3	0	0	0	0	0		Task 1 Subtotal \$ 10,023.00
2	SURVEY													
2.1	Topographic Survey												\$ 16,470.00	\$ 16,470.00
2.2	Monument Preservation												\$ 8,450.00	\$ 8,450.00
		0	0	0	0	0	0	0	0	0	0	0		Task 2 Subtotal \$ 24,920.00
3	PAVEMENT INVESTIGATION & RECOMMENDATIONS													
3.1	Field Investigation						8		2	54	2			\$ 9,500.00
3.2	Analysis, Recommendations, Project Management						34		6	25	3	4		\$ 13,065.00
		0	0	0	0	0	42	0	8	79	5	4		Task 3 Subtotal \$ 22,565.00
4	ENGINEERING & DESIGN (60%, 90%, 100%/FINAL & BID DOCUMENTS)													
4.1	60% Design & Estimate	6	32	16	96									\$ 20,672.00
4.2	90% PS&E	6	24	12	72									\$ 15,864.00
4.3	100%/Final PS&E and Bid Documents	4	12	8	40									\$ 8,924.00
		16	68	36	208	0	0	0	0	0	0	0		Task 4 Subtotal \$ 45,460.00
5	BID PERIOD SUPPORT & CONSTRUCTION SERVICES													
5.1	Bid Period Support	2	8		16									\$ 3,784.00
5.2	Construction Support & Inspection	20	40		240									\$ 40,200.00
5.3	Record (As-built) Drawings		6		32									\$ 4,838.00
		22	54	0	288	0	0	0	0	0	0	0		Task 5 Subtotal \$ 48,822.00
	Expenses													
	Vehicle Mileage	\$ 625.00 (Up to 1000 miles @ \$0.625/mile)					\$75.00 (Up to 120 miles @ \$0.625/mile)						\$ -	\$ 700.00
	Global Positioning Unit						\$450.00 3 days @ \$150/day							\$ 450.00
	Falling Weight Deflectometer						\$2,150.00 1 day of equipment use							\$ 2,150.00
	Sub: Traffic Counts						\$2,500.00 5 counts, 48 hour, at \$500 each							\$ 2,500.00
	Sub: Drilling						\$6,000.00 3 days @ \$2000/day							\$ 6,000.00
	Sub: Locates						\$800.00 1 day							\$ 800.00
	Sub: Traffic Control						\$6,000.00 4 days @ \$1500/day							\$ 6,000.00
	Laboratory						\$2,200.00 24 moisture @\$40/ea, 4 atterberg @ \$200 each, 4 P200 @ \$110/each							\$ 2,200.00
	Misc.						\$ -						\$ 1,350.00 (Record of Survey Filing Fees (3 Surveys)	\$ 1,350.00
	Expenses Subtotal	\$ 625.00					\$20,175.00						\$ 1,350.00	Expenses Subtotal \$ 22,150.00
	Hour Subtotals:	47	157	36	496	9	45	0	8	79	5	4	0	
	Labor Cost Subtotals	\$11,280.00	\$27,789.00	\$5,040.00	\$58,528.00	\$963.00	\$10,575.00	\$0.00	\$1,560.00	\$10,270.00	\$525.00	\$340.00	\$24,920.00	Labor Subtotal \$151,790.00
	Company Subtotal, Incl. Expenses	\$104,225.00					\$43,445.00						\$26,270.00	Total Cost \$173,940.00
	ADDITIONAL SERVICES (CONTINGENCY)													
2.3	3D Topographic Survey												\$ 9,950.00	\$ 9,950.00
3.3	Ground Penetrating Radar (GPR) Testing						18			18				\$ 6,570.00
4.4	Permit Support		20		32									\$ 7,316.00
		0	20	0	32	0	18	0	0	18	0	0		Additional Services Subtotal \$ 23,836.00
	Contingency Expenses													
	Vehicle Mileage	\$0.00					\$37.50						\$ -	\$ 37.50
	Ground Penetrating Radar	\$0.00					\$1,500.00						\$ -	\$ 1,500.00
	Misc.	\$0.00					\$0.00						\$ -	\$ -
	Contingency Expenses Subtotal	\$0.00					\$1,537.50						\$ -	Expenses Subtotal \$ 1,537.50
	Contingency Hour Subtotals	0	20	0	32	0	18	0	0	18	0	0	0	
	Contingency Labor Cost Subtotals	\$0.00	\$3,540.00	\$0.00	\$3,776.00	\$0.00	\$4,230.00	\$0.00	\$0.00	\$2,340.00	\$0.00	\$0.00	\$9,950.00	Labor Subtotal \$23,836.00
	Company Subtotal, Incl. Expenses (Contingency Only)	\$7,316.00					\$8,107.50						\$9,950.00	Total Cost (Contingency Only) \$25,373.50

Notes:

1. Standard Not To Exceed Rates are shown. Rates on Consultant Invoices shall be the individual employee’s actual rate plus the profit and overhead cost.

Total Cost (Non-Contingency + Contingency Labor & Expenses)	\$199,313.50
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## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> February 6, 2023	<b>Subject: Resolution 3038</b> Goods and Services Agreement with Absco Solutions for Security and Access Controls for Public Works Complex (CIP#8113)  <b>Staff Member:</b> Martin Montalvo, Operations Manager  <b>Department:</b> Public Works	
<b>Action Required</b> <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<b>Advisory Board/Commission Recommendation</b> <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.		
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution approving a Goods and Services Contract for Security and Access Controls with Absco Solutions in the amount of \$269,535.00 for Public Works Complex Project (CIP# 8113).

**EXECUTIVE SUMMARY:**

In 2022, City Council approved the construction of the new Public Works Complex. The Public Works Complex project (CIP# 8113) is a top priority project in the City's 2015 Facilities Master Plan. The new seismically resilient Public Works Complex will consolidate the Public Works (PW) administrative office, warehouse storage, and equipment yard functions on a designated secure property.

As part of the project, the City is subcontracting its preferred Security and Access Controls package to Absco Solutions. The package will consist of Closed Circuit Television (CCTV) security monitoring for the site as well as electronic access control to the new facilities. The project will also include new network servers that will be housed within the new PW administration building Server Room. The completion of this project will create the necessary framework needed to expand the selected system to the other City-owned facilities and parks.

The Absco Solutions contract is utilizing an existing State of Oregon blanket contract. The contract price is \$269,535.00. As the project will be expanded to other city facilities, the core of the system housed at the new building, will be split between two existing projects. The Public Works Complex (CIP #8113) will fund \$169,535.00 and the Security and Access Control Project (CIP# 8129) will contribute \$100,000.

**EXPECTED RESULTS:**

By executing this goods and services contract with Absco Solutions the City will implement a new enterprise-level security solution for the Public Works Complex which will then be implemented in other City-owned facilities and parks.

**TIMELINE:**

Full Project completion date of the Public Works Complex is January 2024.

**CURRENT YEAR BUDGET IMPACTS:**

Funding for the project is included in the FY 22/23 capital improvement project (CIP) budget and it is anticipated to be rolled over into the FY23/24 CIP budget.

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

By executing the contract, the City will set the framework for an enterprise-level security and access control solution for its various buildings and parks.

**ALTERNATIVES:**

Reject this contract and pursue a different project to provide a stand-alone security and access controls system that will be unique to the Public Works Complex and will not be carried over to other facilities for a city-wide unified structure.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3038
  - a. Goods and Service Contract with Absco Solutions (CIP# 8113)

**RESOLUTION NO. 3038****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A GOODS AND SERVICES AGREEMENT WITH ABSCO SOLUTIONS FOR THE FOR SECURITY AND ACCESS CONTROLS FOR THE PUBLIC WORKS COMPLEX (CIP# 8113).**

WHEREAS, the City of Wilsonville (City) approved the construction of the new Public Works Complex (CIP# 8113); and

WHEREAS, the City wishes to implement an enterprise-level security and access control solution for this facility as well as other City facilities and parks.; and

WHEREAS, the City is utilizing the existing State of Oregon publicly bid contract for these services.

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

- Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and Absco Solutions' proposal complies with the statewide agreement.
- Section 2. 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 construction contract with Absco Solutions, in a form substantially similar to Exhibit A attached hereto, for a not-to-exceed amount of \$269,535.00.
- Section 3. Effective Date. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there on this 6<sup>th</sup> day of February 2023, and filed with the Wilsonville City Recorder on this date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. Goods and Services Contract with Absco Solutions for Security and Access Controls  
(CIP#8113)

## CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Public Works Complex Security and Access Controls Project (“Project”) is made and entered into on this \_\_\_\_ day of February 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Absco Alarms, Incorporated**, a Washington corporation, doing business as **Absco Solutions** (hereinafter referred to as “Contractor”).

### RECITALS

WHEREAS, the City is a member of the Oregon cooperative procurement program (OrCPP); and

WHEREAS, the OrCPP issued a Request for Proposals on behalf of the Organization for Educational Technology & Curriculum (OETC) for physical security products and services; and

WHEREAS, the OETC has provided a Volume Price Agreement with Contractor related to services required for the above-referenced Project; and

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

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

WHEREAS, Contractor 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. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents” and any and all terms and conditions set forth in such Contract Documents: the OETC Invitation to Bid on Physical Security Products and Services, dated March 26, 2019, and Contractor’s bid in response thereto; the OETC Volume Price Agreement between Absco Solutions and OETC, dated September 30, 2019, and subsequent Contract Renewal dated October 24, 2022; the Project Proposal for City of Wilsonville Public Works Access Control System and Video Surveillance System, prepared by Absco Solutions, dated January 6, 2023; the 2017 City of Wilsonville Public Works Standards; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents

shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## **Section 2. Scope of Work**

Contractor will perform the security and access controls services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”).

## **Section 3. Term**

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than January 31, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

## **Section 4. Contract Sum/Project Scope**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed TWO HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS (\$269,535), for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

4.2. Contractor’s Contract Sum is all inclusive and includes, but is 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 all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough and final, written acceptance by the City of Contractor’s Work.



## Section 5. Prevailing Wages

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

## Section 6. City's Rights and Responsibilities

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

6.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 17**.

## Section 7. City's Project Manager

The City's Project Manager is Martin Montalvo. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

## Section 8. Contractor's Project Manager

Contractor's Project Manager is \_\_\_\_\_. In the event that Contractor's Project Manager is changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor'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 Contractor that is

not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

## **Section 9. Subcontractors and Assignments**

Unless expressly authorized in writing by the City, pursuant to **Subsection 11.1**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City..

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

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 4** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

## **Section 11. Contractor's Responsibilities**

11.1. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

11.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor 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.

Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

11.3. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

11.4. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

11.5. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

11.6. Contractor must maintain and provide proof of a statutory public works bond throughout the term of this Contract.

## **Section 12. Indemnity**

12.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, 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 Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. 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 Contractor 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 Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, 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 Contractor's negligent performance of this Contract, 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.** Contractor 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 Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

12.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, 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 Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

### Section 13. Insurance

13.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

13.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, 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 Contract 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 Contract.

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

13.1.3. Workers Compensation Insurance. Contractor, its subcontractors, and all employers providing work, labor, or materials under this Contract 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. Contractors 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.

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

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

13.1.6. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor 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.

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

## **Section 14. Bonding Requirements**

14.1. Payment and Performance Bonds. Contractor shall obtain a Payment Bond and a Performance Bond, each in a form acceptable to the City and from a surety acceptable to the City, and each in the full amount of the Contract Sum.

14.2. Public Works Bond. Pursuant to ORS 279C.830(2), in addition to the Payment and Performance bonds, before starting work on this Contract or any subcontract hereunder, Contractor

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

14.3. **Bond Claims.** Any notice of claim on a payment or performance bond or public works bond shall comply with the requirements of ORS 279C.605.

## **Section 15. Warranty**

15.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, and except as limited in the attached Scope of Work, Contractor fully warrants all Work and materials for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or materials occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

15.2. Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by this Contract, that the Services will be free from defects, and that the Services will conform to the requirements of this Contract. Services not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

## **Section 16. Suspension**

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 Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Contractor.

## **Section 17. Early Termination; Default**

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

17.1.1. By mutual written consent of the parties;

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

17.1.3. By Contractor, 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 Contractor, 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.

17.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, 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, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

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

17.4. Termination under any provision of this **Section 17** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

## **Section 18. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

## Section 19. Notices

Any notice required or permitted under this Contract 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: Martin Montalvo, Public Works Operations Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Contractor: Absco Alarms, Incorporated,  
dba Absco Solutions  
Attn: \_\_\_\_\_  
3400 188<sup>th</sup> Street SW, Suite 461  
Lynnwood, WA 98037

## Section 20. Miscellaneous Provisions

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

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

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

20.4. Adherence to Law. This Contract shall be subject to, and Contractor 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 Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

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



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

20.7. 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 Contract 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 Contract, 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.

20.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract 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.

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

20.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

20.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

20.12. 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 Contract, the first day from which the designated period of time begins to run shall not be included.

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

20.14. Number, Gender and Captions. In construing this Contract, 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 Contract.

20.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. 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 Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

20.16. 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 Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

20.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract 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 contract, 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.

20.18. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

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

[Remainder of Page Intentionally Left Blank]

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

The Contractor and the City hereby agree to all provisions of this Contract.

**CONTRACTOR:**

ABSCO ALARMS, INCORPORATED,  
dba Absco Solutions

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

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

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

EIN/Tax I.D. No.: \_\_\_\_\_

**CITY:**

CITY OF WILSONVILLE

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, City Attorney  
City of Wilsonville, Oregon

# EXHIBIT A

## SCOPE OF WORK

### Overview of Issues / Needs Assessment

A new Avigilon Video Surveillance and Access Control System.

### Scope of Work / Desired Outcome

Absco proposes to provide and install video surveillance and access control equipment as outlined in this proposal. Price includes wire, device trim/termination, programming and inspection. All raceway, including but not limited to: back boxes, junction boxes, conduit is to be provided by others.

\*\*\*\*\*This proposal uses OETC contract pricing. Labor pricing is based on Oregon Prevailing Wage Rates.\*\*\*\*\*

Proposal price includes a payment and performance bond required for this project.

Please see notes for a list of inclusions, exclusions, limitations and terms.

### SCOPE OF WORK - VIDEO SURVEILLANCE (12 CAMERAS)

Headend:

24-port 24TB VMA AS3 Appliance to be installed in MDF 118 in the Admin building. This will provide an estimated 48 days of storage with room for 5 future cameras that will be installed no poles.

An 8-port switch provided by Absco Solutions will be installed in the Warehouse IDF (Electrical Room B110) to support 3 cameras on the building.

*Absco Solutions*

8366 SW Nimbus Avenue , Bldg 1-B, Beaverton, 97008  
Phone 503-505-7531 Fax 503-893-3040

#### Parking Lot

NW Gate - (1) ea. video intercom (to be wired to the Warehouse IDF)

SE Gate - (1) ea. video intercom (to be wired to the Admin Bldg MDF)

North Area of Parking - (1) ea. 2x5MP dual head camera (to be wired to the Warehouse IDF)

2 each future cameras to be located on poles will need to be prewired. IDF location still to be determined but must be placed within 300ft of the poles.

#### Admin Building (First Floor)

Outside Door 102A - (1) ea. 6MP outdoor dome camera (to be wired to the Admin Bldg MDF)

Outside Door 100A - (1) ea. 3x8MP multisensor camera 180, mounted via wall arm (to be wired to the Admin Bldg MDF)

#### Admin Building (Second Floor Floor)

Outside Door 200A - (1) ea. video intercom (to be wired to the Admin Bldg MDF)

West side of the Admin Building - (1) ea. 3x8MP multisensor camera 180, mounted via wall arm (to be wired to the Admin Bldg MDF)

Outside Door 223A - (1) ea. 6MP outdoor dome camera (to be wired to the Admin Bldg MDF)

Outside Door 233A - (1) ea. 3x8MP multisensor camera 180, mounted via wall arm (to be wired to the Admin Bldg MDF)

#### Warehouse

NW Corner of the building - (1) ea. 3x8MP multisensor camera 270, mounted via corner mount (to be wired to the Warehouse IDF)

SW Corner of the building - (1) ea. 3x8MP multisensor camera 270, mounted via corner mount (to be wired to the Warehouse IDF)

SE Corner of the building - (1) ea. 6MP outdoor dome camera (to be wired to the Admin Bldg MDF)

#### SCOPE OF WORK - ACCESS CONTROL (21 DOORS, 2 GATES)

##### Head-End:

ACM Enterprise Server (with 32 door licenses) to be installed in the MDF Room 118 to support all 27 doors included in this project.

1 access control panel will be installed in MDF 118 in the admin building (3 x 16-door enclosure with power supply, 1 LP1502, 6 MR52s)

1 access control panel will be installed in Electrical B110 in the warehouse (2 x 16-door enclosure with power supply, 1 LP1502, 8 MR52s)

Note: Panels are to be configured to support additional lockstrike power for double leaf doors.

#### Parking lot - 2 Doors

NW Vehicle Gate - (1) ea. Signo 40 reader (Top) and (1) ea. Signo 40 reader with Keypad (Bottom). Both readers on the same side of the gate at a dual height pedestal\*, (2) ea. overhead contacts (wired to the Warehouse IDF Elec B110)

SE Vehicle Gate - (1) ea. Signo 40 reader, (2) ea. overhead contacts (wired to the Warehouse IDF Elec B110)

\*Pedestal to be provided and installed by others.

#### Admin Building (First Floor) - 7 AC Doors

Door 100A - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Admin MDF 118)

Door 102A - Double - (1) ea. Signo 40 reader, (2) ea. Door contact (wire to Admin MDF 118)

Door 115 - Double - (1) ea. Signo 40 reader, (2) ea. Door contact (wire to Admin MDF 118)

Door 116 - Double - (1) ea. Signo 40 reader, (2) ea. Door contact (wire to Admin MDF 118)

Door 117 - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Admin MDF 118)

Door 118 - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Admin MDF 118)

Door 119A - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Admin MDF 118)

#### Admin Building (Second Floor) - 5 AC Doors, 1 Monitored Door

Door 200A - Double - (1) ea. Signo 40 reader, (2) ea. Door contact (wire to Admin MDF 118)

Door 217 - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Admin MDF 118)

Door 223A - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Admin MDF 118)

Door 223B - Double - (2) ea. Door contacts only (wire to Admin MDF 118)

Door 233A - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Admin MDF 118)

Door 201B - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Admin MDF 118)

#### Warehouse - 9 AC Doors

Door B102 - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Warehouse Elec B110)

Door B105A - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Warehouse Elec B110)

Door B107 - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Warehouse Elec B110)

Door B108 - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Warehouse Elec B110)

Door B110 - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Warehouse Elec B110)

Door B118A - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Warehouse Elec B110)

Door B119A - Single - (1) ea. Signo 40 reader, (1) ea. Door contact (wire to Warehouse Elec B110)

Door B119C - Double - (1) ea. Signo 40 reader, (2) ea. Door contact (wire to Warehouse Elec B110)

Door B100A - Double - (1) ea. Signo 40 reader, (2) ea. Door contact (wire to Warehouse Elec B110)

12 Overhead contacts for roll up doors (B111, B112, B113, B115, B117, B119B, B118B, B116, B114, B106C, B105B, B104B)

#### PRICE BREAKOUT:

*Absco Solutions*

8366 SW Nimbus Avenue , Bldg 1-B, Beaverton, 97008  
Phone 503-505-7531 Fax 503-893-3040

Video Surveillance Equipment: \$38,032.39 (does not include shipping, lifts, permits)

Video Surveillance Installation Labor: \$43,996.40; 283 hours

Access Control Equipment: \$35,448.44 (does not include shipping, lifts, permits)

Access Control Installation Labor: \$79,752.11; 514 hours

Prewire Labor Subcontract: \$42,081.60

Wire: \$14,789.61

Other: design, commission meetings, shipping, lifts, permits: \$12,230.45

### **Inclusions**

- Proposal price includes a payment and performance bond required for this project.
- Price includes start up and test of the listed devices provided by Absco Solutions in this proposal to ensure functionality of the system as proposed.
- Price includes 2 hours of training of the end user on site. Additional training is to be on time and material basis.
- Proposal price includes the development one set of shop drawings. Any additional drawings or requests to change drawings will require a quote for time and material.
- Low voltage permits applicable to Absco Solutions' scope listed in this proposal are included in the price.
- Shipping costs are included in this proposal or pricing listed.
- Price includes providing the listed equipment only. Any additional equipment is to be on a time and material basis.
- Price includes the provision and installation of all of boxes and wire for devices provided by Absco Solutions and listed in this proposal.
- Price includes the termination and programming of the control panel(s).
- Price includes the termination of all field devices listed in this proposal.

### **Exclusions**

- Price does not include the provision or installation of pathway, raceway, conduit, or junction/back boxes of any kind.
- Patching and painting are to be performed by others and are not part of this scope.
- Customer to provide computers designated for client stations. Client stations will be in working condition, joined to the same domain as the server, include an appropriate and compatible monitor(s), and meet minimum performance criteria as listed by the manufacturer.
- 120 VAC for power to be existing or provided by others. 120 VAC connection to be terminated and permitted by others as required.
- LAN connections to be existing or provided by others. LAN connection to be located at the head-end location, labeled, connectors in place, and tested prior to Absco Solutions installation.
- Door hardware (strikes, latches, electronic hinges or any other hardware) is to be provided and installed by others and is not part of this scope. Terminations to door hardware provided by others are not covered by this exclusion, unless specifically referenced as an exclusion in the terms.

- Absco Solutions does not warrant any customer-provided equipment or cabling. Additional labor required to troubleshoot, repair or correct faulty equipment or wiring will be billed as a separate invoice.
- Proposal price is based on patch panels being provided and installed by others.
- Uninterruptable Power Supplies (UPS) are not included in this proposal.
- Product submittals are not included in this proposal.

#### **Limitation**

- Basic system function and connectivity testing to be performed at time of installation. Additional time or trips required to perform this testing will be performed on a time and material basis.
- The design and permitting process requires the use of AutoCAD files. Architectural backgrounds are required to be provided in digital format (dwg file). If backgrounds are not provided in digital format a change order will be produced to generate such a file.
- Any additional insurance cost will be billed at cost plus 10%. This includes, but is not limited to, Waivers of Subrogation, Waiver for Transfer of Right of Recovery, Specific Additional Insured, etc. Failure to disclose any additional insurance requirements will be deemed acceptance of any future change orders for insurance charges.
- Network Administrator to supply Absco Solutions with local administrator logon account and password for installation. Logon account and password to be valid for 30 days after the completion of the installation for the purpose of troubleshooting.
- Absco Solutions will be installing IP Network devices as part of this projects. If unrestricted access is granted to these network devices from the internet or other unsecured networks, there is the potential for these devices to be exploited by bad actors on the unsecured network. It is the customer's responsibility to protect these network devices from unsecured networks through the use of firewalls.
- All work to be performed during Absco Solutions normal working hours of 7:00 AM - 5:00 PM, Monday through Friday (excluding holidays). Any labor required outside of these hours will be billed as a separate change order.
- The project price is based on the project being done on a contiguous time frame. If the project is broken up into multiple phases additional time maybe required and it may result in a time and material change order.
- Awarded projects may be subject to labor rate increases under State Department of Labor Prevailing Wage regulations if work is performed 180 days past the project bid date of record.

#### **Price**

**This proposal may be withdrawn by Absco Solutions, Inc. if not accepted within 30 days.**

**We propose to provide the above listed Scope of Work for the sum of:**

**\$269,535.00**

**Tax is extra**

#### **Warranty**

The warranty on the listed equipment and labor shall be void if a person or firm other than Absco Solutions or a contractor authorized by Absco Solutions performs any work identified within the original scope of work of this

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contract.

All equipment provided by Absco Solutions has a warranty of one year from the date of invoice. THIS WARRANTY EXCLUDES ALL COVERAGE FOR CONSEQUENTIAL DAMAGES AND IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY OR OTHERWISE PROVIDED UNDER THE LAWS OF WASHINGTON.

### **Equipment Schedule**

#### **Labor**

Qty	Model Number	Manufacturer	Description
1			Start Up, Clean Up, Document and Report

#### **AC - Admin - Headend - (MDF 118)**

Qty	Model Number	Manufacturer	Description
1	AC-APP-32R-ENT2-6	Avigilon	Access Control Manager Enterprise 6 ? Web-Based PACS Enterprise Appliance for 32 Readers - includes:   physical appliance   embedded
3	AC-LSP-16DR-MER-LCK	Avigilon	Sixteen Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with seven AC-MER-CON?MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power Mercury boards and door locks. Inc
1	AC-MER-CONT-LP1502	Avigilon	Intelligent Controller, Linux Based with 2 doors
6	AC-MER-CON-MR52-S3B	Avigilon	MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module
6	NP712	Yuasa	Battery, 7 Ah, 12 volt

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Qty	Model Number	Manufacturer	Description
100	AC-HID-CARD-SEOS-5006PGGMN	Avigilon	COMPOSITE ICLASS SEOS CONTACTLESS SMART CARD 8 KB MEMORY, PROG., F-GLOSS, B-GLOSS, MATCH. ICLASS #, NO SLOT, LAM, Minimum Order 100 (HID Part Number: 5006PGGMN)

**AC - Admin 1F - Door 100A (Single)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Admin 1F - Door 102A (Double)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
2	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Admin 1F - Door 115 (Double)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
2	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Admin 1F - Door 116 (Double)**

Qty	Model Number	Manufacturer	Description
2	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

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Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	

**AC - Admin 1F - Door 117 (Single)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Admin 1F - Door 118 (Single)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Admin 1F - Door 119A (Single)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Admin 2F - Door 200A (Double)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
2	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

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Qty	Model Number	Manufacturer	Description
1	CX-33	Camden	Advanced logic relay, board only

## AC - Admin 2F - Door 201B (Single)

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

## AC - Admin 2F - Door 217 (Single)

Qty	Model Number	Manufacturer	Description
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	

## AC - Admin 2F - Door 223A (Single)

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

## AC - Admin 2F - Door 233A (Single)

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

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**AC - Admin 2F - Door 223B (Door Contacts Only)**

Qty	Model Number	Manufacturer	Description
2	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Warehouse - IDF (Elec B110)**

Qty	Model Number	Manufacturer	Description
2	AC-LSP-16DR-MER-LCK	Avigilon	Sixteen Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with seven AC-MER-CON?MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power Mercury boards and door locks. Inc
2	NP1812B	Yuasa	12 volt, 18 A/H battery, Yuasa
4	NP712	Yuasa	Battery, 7 Ah, 12 volt
1	AC-MER-CONT-LP1502	Avigilon	Intelligent Controller, Linux Based with 2 doors
6	AC-MER-CON-MR52-S3B	Avigilon	MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module

**AC - Warehouse - B100A (Double)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
2	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Warehouse - B102 (Single)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	

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Qty	Model Number	Manufacturer	Description
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Warehouse - B105A (Single)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Warehouse - B107 (Single)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Warehouse - B108 (Single)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Warehouse - B110 (Single)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

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**AC - Warehouse - B118A (Single)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Warehouse - B119A (Single)**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
1	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact

**AC - Warehouse - B119C (Double)**

Qty	Model Number	Manufacturer	Description
2	733919	GRI	GRI 195-12WG-W DPDT 3/4" WHITE Door Contact
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	

**AC - Warehouse (Monitored Doors)**

Qty	Model Number	Manufacturer	Description
12	4400-A	GRI	Overhead door contact

**AC - Parking - North Gate**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	

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Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40KNKS-T0-000000	Avigilon	
2	4400-A	GRI	Overhead door contact

**AC - Parking - South Gate**

Qty	Model Number	Manufacturer	Description
1	AC-HID-READER-SIGNO-40NKS-T0-000000	Avigilon	
2	4400-A	GRI	Overhead door contact

**AC - Wiring**

Qty	Model Number	Manufacturer	Description
7	418022212LONG	Windy City Wire	Composite cable
7	4461030-OSDP	Windy City Wire	Plenum composite cable OSDP
2	444351-03S	Windy City Wire	22/6 OAS - Plenum
2	004340	Windy City Wire	22/4 OAS Plenum rated
8	442363-S	Windy City Wire	18/2 Non-Shielded, Stranded Plenum

**Video Surveillance - Headend - (MDF 118)**

Qty	Model Number	Manufacturer	Description
1	VMA-AS3-24P24-NA	Avigilon	HD Video Appliance Pro 24-port 24TB unit, NA
1	SM8TAT2SA-NA	Lantronix	SMART MANAGED POE SWITCH (8) 10/100/1000BASE-T (2) 100/1000 SFP SLOTS

**Video Surveillance - Warehouse**

Qty	Model Number	Manufacturer	Description
2	24C-H4A-3MH-270	Avigilon	Multi sensor cameras

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Qty	Model Number	Manufacturer	Description
2	H4-MT-CRNR1	Avigilon	Corner mount for H4A-MT-WALL1, H4-BO-JBOX1, H5SL, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor cameras.
2	IRPTZ-MNT-WALL1	Avigilon	Mount, Pend Wall, IR PTZ
2	H4AMH-AD-PEND1	Avigilon	Outdoor pendant mount adapter
2	H4AMH-DO-COVR1	Avigilon	Dome bubble and cover
2	H4AMH-AD-IRIL1	Avigilon	Optional IR Illuminator ring
2	POE-INJ2-60W-NA	Avigilon	Indoor single port Gigabit PoE 60W, North American power cord included. May also be used in European Union, Japan, Australia, New Z
1	6.0C-H5A-DP1-IR	Avigilon	6.0 MP WDR, LightCatcher, Day/Night, Pendant Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics. Must use with a H
1	H4A-MT-WALL1	Avigilon	Wall mount bracket for use with H4A-DP pendant dome cameras
3	ACC7-ENT	Avigilon	ACC 7 Enterprise Edition camera license

#### Video Surveillance - Parking Lot

Qty	Model Number	Manufacturer	Description
2	3.0C-H4VI-RO1-IR	Avigilon	3.0 MP, H4 Video Intercom
2	H4VI-MT-SURF1	Avigilon	Surface mount adapter for H4 Video Intercom
1	10.0C-H5DH-DO1-IR	Avigilon	H5A Dual Head (2x 5MP) Outdoor Camera with built-in IR.
1	H5DH-MT-NPTA1	Avigilon	Pendant adapter for the H5A Dual Head
1	CM-MT-WALL1	Avigilon	Pendant Wall for H5SL, H4F, H4SL, H4PTZ, H4MH cameras
1	H4-MT-POLE1	Avigilon	H4 HD Bullet Cameras Accessories
3	ACC7-ENT	Avigilon	ACC 7 Enterprise Edition camera license

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## Video Surveillance - Administration Building

Qty	Model Number	Manufacturer	Description
1			First Floor
1	6.0C-H5A-DO1-IR	Avigilon	6.0 MP WDR, LightCatcher, Day/Night, Outdoor Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics
1	24C-H4A-3MH-180	Avigilon	Multi sensor camera
1	IRPTZ-MNT-WALL1	Avigilon	Mount, Pend Wall, IR PTZ
1	H4AMH-AD-PEND1	Avigilon	Outdoor pendant mount adapter
1	H4AMH-DO-COVR1	Avigilon	Dome bubble and cover
1	H4AMH-AD-IRIL1	Avigilon	Optional IR Illuminator ring
1	POE-INJ2-60W-NA	Avigilon	Indoor single port Gigabit PoE 60W, North American power cord included. May also be used in European Union, Japan, Australia, New Z
2	ACC7-ENT	Avigilon	ACC 7 Enterprise Edition camera license
1			Second Floor
1	3.0C-H4VI-RO1-IR	Avigilon	3.0 MP, H4 Video Intercom
1	H4VI-MT-SURF1	Avigilon	Surface mount adapter for H4 Video Intercom
2	24C-H4A-3MH-180	Avigilon	Multi sensor camera
2	IRPTZ-MNT-WALL1	Avigilon	Mount, Pend Wall, IR PTZ
2	H4AMH-AD-PEND1	Avigilon	Outdoor pendant mount adapter
2	H4AMH-DO-COVR1	Avigilon	Dome bubble and cover
2	H4AMH-AD-IRIL1	Avigilon	Optional IR Illuminator ring
2	POE-INJ2-60W-NA	Avigilon	Indoor single port Gigabit PoE 60W, North American power cord included. May also be used in European Union, Japan, Australia, New Z

Qty	Model Number	Manufacturer	Description
1	6.0C-H5A-DO1-IR	Avigilon	6.0 MP WDR, LightCatcher, Day/Night, Outdoor Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics
4	ACC7-ENT	Avigilon	ACC 7 Enterprise Edition camera license

#### Video Surveillance - Wiring

Qty	Model Number	Manufacturer	Description
8	556600-S	Windy City Wire	CAT6 Plenum - White jacket



## CITY COUNCIL MINUTES

January 19, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Thursday, January 19, 2023. The Mayor called the meeting to order at 7:00 p.m., followed by roll call and the Pledge of Allegiance.

### PRESENT

Mayor Fitzgerald  
 Council President Akervall  
 Councilor Linville  
 Councilor Berry  
 Councilor Dunwell

### STAFF PRESENT

Bryan Cosgrove, City Manager  
 Amanda Guile-Hinman, City Attorney  
 Kimberly Veliz, City Recorder  
 Zoe Mombert, Assistant to the City Manager  
 Jeanna Troha, Assistant City Manager  
 Mark Ottenad, Public/Government Affairs Director  
 Beth Wolf, Senior Systems Analyst

3. Motion to approve the following order of the agenda.

**Motion:** Moved to approve the order of the agenda.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

### Voting Yea:

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

## MAYOR'S BUSINESS

### 4. Vote for Council President

The Mayor explained the first item of business under Mayor's Business was to elect one of the members to be City Council President. The City Council President presides over City Council meetings when the Mayor is unable to attend, and performs other ceremonial duties.

Councilor Akervall was acknowledged by the Mayor for the tremendous job she had done over the past four years as City Council President.

A nomination for City Council President was requested.

**Motion:** Moved to nominate Councilor Akervall for president of the City Council.

Motion made by Councilor Dunwell, Seconded by Councilor Linville.

Council Linville commented she thought Council was in great hands with Councilor Akervall as council president.

**Voting Yea:**

Mayor Fitzgerald, Councilor Linville, Councilor Berry, Councilor Dunwell

**Abstaining:**

Councilor Akervall

**Vote:** Motion carried 4-0-1.

### 5. 2023-24 State Legislative Agenda and 2023 State Legislative Priorities

It was announced that at Work Session, Council considered and discussed both the 2023-24 State Legislative Agenda and a set of 2023 State Legislative Session Priorities.

The Mayor explained the Legislative Agenda was based on long-term City work products approved by the Council over time, including the comprehensive plan, various master plans, and strategies.

New this year was a set of 2023 State Legislative Session Priorities that responded to opportunities of the moment, sometimes of which the City had not formally adopted master plans or strategies.

These documents help guide staff and consultants gauge legislative proposals in relation to Council priorities during the legislative session.

The Mayor added with the election of State Representative Courtney Neron and State Senator Aaron Woods, both of whom were Wilsonville residents, the City was well positioned to be represented in the legislature.

The Mayor requested a motion to adopt the 2023-24 State Legislative Agenda and 2023 State Legislative Session Priorities.

**Motion:** Moved to adopt the 2023 State Legislative Priorities and Agenda as provided in the packet.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

## 6. Upcoming Meetings

The Mayor announced the following events that occurred since Council last met:

### Martin Luther King Junior Holiday

- Holiday provided an opportunity to reflect on the accomplishments that had been made on the issue of civil rights and those that had yet to be accomplished.

### Washington County Coordinating Committee Meeting

- Update from Metro on High Capacity Transit Strategy planning for the upcoming 2023 Regional Transportation Plan (RTP).
- Update from the Oregon Department of Transportation (ODOT) and TriMet on 2023 RTP project proposals.

### American Legion Post 65

- The Mayor recalled she had met with the American Legion Post 65 members whom convene their meetings in Wilsonville.
- The Legion does many great things in the area some of which included raising money to help veterans and to provide scholarships for students.
- They Mayor broadcasted that the Legion had an upcoming Blood Drive scheduled.

Next, the Mayor announced upcoming events of note:

### Lunar New Year

- Which was celebrated in a number of Asian countries, started Sunday, January 22, 2023.

### City Day at the Capitol

- The Mayor and Council President Akervall planned to attend the City Day at the Capitol sponsored by the League of Oregon Cities (LOC) and the Oregon Mayors Association's.

### Metropolitan Mayors Consortium

- During the meeting, members are scheduled to approve the 2023 State Legislative Agenda.
- As a collection of mayors representing two dozen cities, the agenda is quite diverse, however supported a number of priorities.

### Meeting with Metro Councilor Garret Rosenthal

- The Mayor was scheduled to meet with Councilor Rosenthal to discuss City and SMART Regional Transportation Plan projects and the City of Wilsonville 2023 Legislative Priorities.

### Meeting with Clackamas County Commissioner Paul Savas

- The Mayor was scheduled to meet with Commissioner Savas to discuss economic development, housing, transportation issues, Clackamas County Built for Zero program and homeless housing.

### Budget Committee Meeting

- On February 1, 2023, the Budget Committee was scheduled to hear a Mid-Year Review from Finance staff.

### Clackamas County Coordinating Committee (C4)

- On February 2, 2023, the C4 would meet to approve the Metro Subcommittee nominees to serve on Metro's Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Land-Use Policy Advisory Committee.

### City Council Meeting

- The next City Council meeting was scheduled for February 6, 2023.

## **COMMUNICATIONS**

### 7. Chamber of Commerce Grant Update

Kevin Ferrasci O'Malley, Chamber of Commerce CEO shared details of a new regional program administered by the Wilsonville Chamber of Commerce. The program was intended to provide financial relief to small businesses impacted by the COVID-19 pandemic. Furthermore, the program was to provide training opportunities and consulting services to local businesses. The Oregon Business Recovery Center planned to allocate small business grants of up to \$10,000 to companies with no more than fifty full-time employees.

The PowerPoint and handouts provided by the CEO was added to the record.

Councilor comments and questions followed the update.

### **CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS**

This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

There was none.

### **COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

#### **8. Councilor Akervall**

Councilor Akervall shared she attended the Clackamas County Childcare Coalition on January 18, 2023.

Councilor Akervall then announced the below:

- Willamette Intake Facilities on January 19, 2023
- Regional Water Providers Consortium Board Meeting on February 1, 2023
- Budget Committee on February 1, 2023
- League of Oregon Cities (LOC) Day at the Capitol

#### **9. Councilor Linville**

Councilor Linville reported on the below:

- Clackamas County Coordinating Committee (C4) Metro Subcommittee on January 18, 2023
- Wilsonville Alliance for Inclusive Community (WAIC) on January 18, 2023
- Clackamas Workforce Partnership Board of Directors meeting on January 19, 2023

Councilor Linville announced the following:

- Clackamas Workforce Partnership Board of Directors meeting in April, 2023
- State of the Workforce Breakfast on January 25, 2023
- Clackamas Community College Facility Tour with Dr. David Plotkin on February 1, 2023

#### **10. Councilor Berry**

Councilor Berry announced she had attended the Clackamas County Coordinating Committee (C4) Metro Subcommittee on January 18, 2023.

#### **11. Councilor Dunwell**

Councilor Dunwell reported on the French Prairie Forum meeting she attended on January 18, 2023.



Councilor Dunwell then announced the following:

- League of Oregon Cities Essentials Workshop on January 26, 2023
- Willamette Falls and Landing Heritage Association Retreat and pre meeting with Executive Director Britta Stewart on February 3, 2023

## **CONSENT AGENDA**

The City Attorney read the titles of the Consent Agenda items into the record.

### **12. Resolution No. 3034**

A Resolution Of The City Of Wilsonville Approving A Construction Contract With Northwest Playground Equipment, Inc. For The Murase Playground Inclusive Climber Project.

### **13. Minutes of the January 5, 2023 City Council Meeting.**

**Motion:** Moved to approve the Consent Agenda as read.

Motion made by Councilor Berry, Seconded by Councilor Akervall.

### **Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

## **NEW BUSINESS**

There was none.

## **CONTINUING BUSINESS**

The City Attorney read the title of Ordinance Nos. 872 and 873 into the record on second reading.

The Mayor read the second reading script for Ordinance No. 872.

No Councilor declared a conflict of interest, bias, or conclusion from information gained outside the hearing. No member of the audience challenged any of the Councilor's participation.

The City Attorney reported there was no further input.

The Mayor called for the motion on Ordinance No. 872.

**14. Ordinance No. 872 - 2nd Reading (Quasi-Judicial)**

An Ordinance of the City of Wilsonville Annexing Approximately 9.17 Acres of Property Located at 9710 SW Day Road for Development of a Warehouse/Manufacturing Building and Associated Site Improvements.

**Motion:** Moved to adopt Ordinance No. 872 on second reading.

Motion made by Councilor Akervall, Seconded by Councilor Linville.

**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

The Mayor read the appeal rights statement for Ordinance No. 872. The Mayor explained those that desired to appeal this decision to the Oregon Land Use Board of Appeals, must file a notice of intent to appeal, stating the grounds of the appeal, in the form and within the time prescribed by State law.

The Mayor read the second reading script for Ordinance No. 873.

No Councilor declared a conflict of interest, bias, or conclusion from information gained outside the hearing. No member of the audience challenged any of the Councilor's participation.

The City Attorney reported there was no further input.

**15. Ordinance No. 873 - 2nd Reading (Quasi-Judicial)**

An Ordinance of the City of Wilsonville Approving a Zone Map Amendment from the Washington County Future Development – 20 Acre (FD-10) Zone to the Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) Zone on Approximately 9.17 Acres Located at 9710 SW Day Road for Development of a Warehouse/Manufacturing Building and Associated Site Improvements.

**Motion:** Moved to adopt Ordinance No. 873 on second reading.

Motion made by Councilor Berry, Seconded by Councilor Akervall.

**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

The Mayor read the appeal rights statement for Ordinance No. 873. The Mayor explained those that desired to appeal this decision to the Oregon Land Use Board of Appeals, must file a notice of intent to appeal, stating the grounds of the appeal, in the form and within the time prescribed by State law.

Next, the City Attorney read the title of Ordinance No. 874 into the record on second reading.

The Mayor read the second reading script for the Ordinance No. 874.

The City Attorney reported there was no further input.

The Mayor called for the motion on Ordinance No. 874.

**16. Ordinance No. 874 - 2nd Reading**

An Ordinance Of The City Of Wilsonville Amending Wilsonville Code Section 6.150, "Special Use Of Streets And Sidewalks And Large Special Events Signs And Street Banners."

**Motion:** Moved to approve Ordinance No. 874.

Motion made by Councilor Dunwell, Seconded by Councilor Akervall.

**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

**PUBLIC HEARING**

There was none.

**CITY MANAGER'S BUSINESS**

**17. City Council Goal Setting & Retreat**

The City Manager shared that Council should receive an email from Core Strength Assessment which needed to be filled out prior to the Council training session. Council was reminded that when they speak to Facilitator Sara Singer-Wilson they should share their ideas on training subjects and/or anything they would like included in the Friday night training session.

**LEGAL BUSINESS**

**18. Prohibited Camping**

The City Attorney reminded there was currently a questionnaire on Let's Talk, Wilsonville! about prohibited camping. The webpage also had a Frequently Asked Questions (FAQ) section, which had information about the project and the reasons for it. In addition, an article on the topic was planned for a future Boones Ferry Messenger.

The City Attorney reminded Council that the City was undertaking a review and update to the local code provisions regarding camping on City property and City rights-of-way such as streets and sidewalks in response to new state laws and federal court cases. The City Attorney reiterated the state-mandated every city in Oregon to undertake this process. The goal of the City's camping code update project was to do the update in a way that was humane, and complied with state and federal law, by establishing clear rules about where, when, and how camping was allowed or not allowed on City property and rights-of-way.

Cities cannot outright prohibit sitting, sleeping, or lying on all public rights-of-way or public property if there are no shelter beds available within the city. Due to federal court rulings, a city's ability to regulate sleeping in its public places was directly related to a community's ability to provide shelter for individuals who might otherwise need to use public places to sleep. State law lets cities regulate where, when and how people can and cannot camp on city-owned property as long as the regulations are objectively reasonable.

Time, place, and manner regulations help make public rights-of-way accessible and safe to unhoused and housed individuals. They also allow for clearer management by the City. Under state law and federal court cases, cities may enact objectively reasonable time, place, and manner regulations. These are "where, when and how" an individual may camp on public rights-of-way or City property. Time restrictions would be a time when a person may camp, such as overnight. Place regulations establish where an individual may camp. They could also define types of public property where camping is not allowed such as on restricted utility facilities or near existing shelters. Manner regulations establish how an individual may camp on rights-of-way or City property, such as the size of a camp, or items in and around a camp, or not allowing open fires or unauthorized electrical hookups in the like.

Through the community questionnaire available on Let's Talk, Wilsonville! City staff sought input from community members about what time, place, and manner regulations are most important to them. Staff was undertaking stakeholder interviews with service providers, community and business groups, other government entities, and persons with lived experiences.

The information from the outreach would be shared with Council and the community at the City Council's February 23, 2023 Work Session.

Moreover, the City Attorney can be contacted with questions and information can be found on the City's website.

## **ADJOURN**

The Mayor adjourned the meeting at 7:54 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Julie Fitzgerald, Mayor

DRAFT