



## URBAN RENEWAL AGENCY AGENDA

September 05, 2024 at 5:00 PM

Wilsonville City Hall

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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

### CALL TO ORDER

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

### CITIZEN INPUT

*This is an opportunity for visitors to address the Urban Renewal Agency on any matter concerning City's Business or any matter over which the Agency has control. It is also the time to address 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 Urban Renewal Agency 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.*

### CONSENT AGENDA

3. [URA Resolution No. 351](#)

[A Resolution Of The City Of Wilsonville Urban Renewal Agency Authorizing The City Manager To Execute A Professional Services Agreement With Harper Houf Peterson Righellis Inc. \(HHPR\) For Engineering Consulting Services For The Brown Road Improvements Project \(Capital Improvement Project No. 4216\). \(Rauthause\)](#)

4. [Minutes of the June 3, 2024 Urban Renewal Agency Meeting. \(City Recorder\)](#)

### NEW BUSINESS

Urban Renewal Agency  
September 05, 2024

Page 1 of 2

**CONTINUING BUSINESS**

**PUBLIC HEARING**

**ADJOURN**

**AN URBAN RENEWAL AGENCY MEETING WILL  
IMMEDIATELY FOLLOW THE WORK SESSION**

*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.*

*Habr  interpretes disponibles para aqu llas personas que no hablan Ingl s, previo acuerdo. Comun quese al 503-570-1506.*



**URBAN RENEWAL AGENCY MEETING  
STAFF REPORT**

<b>Meeting Date: September 5, 2024</b>		<b>Subject: URA Resolution No. 351</b> Authorizing the City Manager to Execute a Professional Services Agreement with Harper Houf Peterson Righellis Inc. (HHPR) to provide Engineering Consulting Services for the Brown Road Improvements Project (Capital Improvement Project No. 4216)	
		<b>Staff Member:</b> Marissa P. Rauthause, PE, 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 checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Board 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 the Urban Renewal Agency (URA) 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): Transportation System Master Plan UU-03	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE AGENCY:**

An Urban Renewal Agency (URA) resolution approving a Professional Services Agreement (PSA) with Harper Houf Peterson Righellis Inc. (HHPR) in the amount of \$706,995.26 for engineering consulting services for the Brown Road Improvements Project (Capital Improvement Project No. 4216).

**EXECUTIVE SUMMARY:**

Brown Road is an existing collector roadway that connects the residential neighborhoods of the western portion of Wilsonville to the City's main arterial roadway, Wilsonville Road. The existing areas surrounding Brown Road are fully developed with a mix of residential uses and a City park. The existing Brown Road is characterized by a narrow right-of-way with limited space for expansion, consisting of transportation infrastructure ranging from rural, unimproved frontage to a mix of incremental sidewalk and on-street parking improvements constructed over many years as different properties developed. The result is an unconnected, inconsistent transportation facility that does not meet the needs of the surrounding community today.

The Brown Road Improvements (Project) represents the last transportation upgrade funded through the West Side Urban Renewal District, formed to help build out the transportation and infrastructure network needed to serve development of the Villebois neighborhood. This project includes upgrading a section of Brown Road to more closely meet current City standards for a neighborhood collector roadway. The section to be improved is approximately 1,900 feet long and extends from Wilsonville Road to Evergreen Drive. The intersections at Wilsonville Road and Evergreen Drive are included in the scope of this project. Urban upgrades are needed to improve multi-modal connectivity by adding bike lanes, sidewalks, and turn lanes that accommodate access to adjacent neighborhoods. The location of the planned improvements is depicted in Attachment B – Vicinity Map.

A Request for Proposals (RFP) for engineering consulting services was issued on April 24, 2024. A total of eight (8) proposals were submitted by the May 28, 2024 deadline, and were subsequently evaluated by the City's selection review committee. Harper Houf Peterson Righellis Inc. (HHPR) was identified as the successful proposer in accordance with City and State procurement requirements for professional services over \$100,000.

HHPR will be responsible for delivering engineering design plans and construction documents which will be used to request bids from qualified contractors for the construction phase of the Project. The negotiated contract amount includes preliminary design, final design, public engagement, utility coordination and property acquisition services as detailed in **Exhibit A to URA Resolution No. 351**. A contract amendment with HHPR to add construction engineering services, to be defined and costs negotiated, will follow completion of the engineering design work.

**EXPECTED RESULTS:**

Upgrade approximately 1900 feet of Brown Road to a neighborhood collector standard, improving multi-modal connectivity by adding bike lanes, sidewalks, and turn lanes that improve access to adjacent neighborhoods, while enhancing stormwater quality, street lighting, and pavement condition.

**TIMELINE:**

Upon execution of the professional services agreement, engineering design work is expected to begin and continue through the end of 2025. Construction is anticipated to begin in the first quarter of 2026 and be completed by the end of that year.

**CURRENT YEAR BUDGET IMPACTS:**

The adopted budget for fiscal year (FY) 2024-2025 includes funding for engineering design and overhead for the Project as summarized below.

CIP No.	Project Name	Funding Source	Adopted FY 24/25 Budget	Contract Amount
4216	Brown Road Improvements	Westside URA	\$2,205,000	\$706,995.26

The engineering design work is within the budgeted amount. This project is included in the City’s five-year capital improvement plan and will carry into the next fiscal year.

**COMMUNITY INVOLVEMENT PROCESS:**

The Brown Road Improvement project was identified as a high priority project through the last major update to the Wilsonville Transportation System Plan, which included an extensive community involvement process. Additional public outreach occurred as part of the West Side Urban Renewal Plan, where the Project was identified as a high priority community need to be funded through the urban renewal program.

As part of the Project, the consultant team will prepare a Public Engagement Plan that includes strategies and desired outcomes for broad based, early, and continuing engagement of key stakeholders and the public. Additionally, the consultant team will prepare a demographic analysis for the area potentially affected by the project to understand the location of underserved communities and provide specific focus to those areas to include in the engagement opportunities.

The Public Engagement Plan will outline the process for timely and accessible forums of public input, including in-person and online open houses, stakeholder meetings, public surveys, public events, etc. at a minimum of four key points in the project: pre-design, preliminary design, advance design, and pre-construction. Additional engagement will occur through *Let’s Talk, Wilsonville!*, Boones Ferry Messenger, project website, social media, mailers, and door hangers. The Public Engagement Plan will also outline secondary outreach mechanisms if participation is lower than anticipated or certain demographics are not being reached.

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

The Project includes roadway and multi-modal improvements and overhead utility undergrounding necessary to provide safe and accessible transportation choices, improving the City's local transportation network and utility infrastructure, benefitting the community.

**ALTERNATIVES:**

Prior to beginning design of the project, the consultant team will perform engineering studies resulting in a preliminary design memo that will include discussion of project direction, feedback from community members, results of engineering studies, impacts to trees, accessibility upgrade needs, and any other important findings. Preliminary design figures will be prepared to evaluate proposed road sections, cross-section and alignment alternatives, and necessary accessibility upgrades to ensure the constructed transportation facilities are accessible, safe, and comfortable for all ages and abilities and meet the community's needs.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Vicinity Map
2. URA Resolution No. 351
  - A. Brown Road Improvements Professional Services Agreement



**THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE**  
**URA RESOLUTION NO. 351**

**A RESOLUTION OF THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARPER HOUF PETERSON RIGHELLIS INC. (HHPR) FOR ENGINEERING CONSULTING SERVICES FOR THE BROWN ROAD IMPROVEMENTS PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 4216).**

WHEREAS, the City has planned and budgeted for engineering design for Capital Improvement Project No. 4216, known as the Brown Road Improvement 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, Harper Houf Peterson Righellis Inc. (HHPR) submitted a proposal on May, 28, 2024, 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 URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Harper Houf Peterson Righellis Inc. (HHPR) has provided a responsive and responsible proposal for engineering consulting services.

Section 2. The Urban Renewal Agency, 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 Harper Houf Peterson Righellis Inc. (HHPR) for a not-to-exceed amount of \$706,995.26, which is substantially similar to **Exhibit A** attached hereto.

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



ADOPTED by the Wilsonville Urban Renewal Agency at a regular meeting thereof this 5<sup>th</sup> day of September, 2024, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD, CHAIR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Chair Fitzgerald

Member Akervall

Member Linville

Member Berry

Member Dunwell

EXHIBIT:

A. Brown Road Improvements Professional Services Agreement

# EXHIBIT A

Contract No. 242360  
CIP No. 4216

## CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Brown Road Improvements Project (“Project”) is made and entered into on this \_\_\_ day of August 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon, the **Urban Renewal Agency of the City of Wilsonville**, a political subdivision of the State of Oregon (hereinafter collectively referred to as the “City”), and **Harper Houf Peterson Righellis, Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

### RECITALS

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

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

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

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

### AGREEMENT

#### Section 1. Contract Documents

This Agreement includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Engineering and Related Services Request for Proposals, dated April 24, 2024; Consultant’s Bid Submittal Form submitted in response thereto; and the provisions of Oregon Revised Statutes (ORS), as more particularly set forth in this Agreement. Consultant 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 Consultant before proceeding with affected work. All Contract Documents should be read in concert and Consultant is required to bring any perceived inconsistencies to the attention of the City before executing this Agreement. In the event a provision of this Agreement 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. Services

Consultant will perform the engineering services related to the design and coordination of urban upgrades to Brown Road from SW Wilsonville Road and SW Evergreen Drive, as more particularly described herein and in the other Contract Documents (the “Services”). Consultant shall diligently perform the Services according to the requirements identified in the Contract Documents.

## Section 3. 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 February 28, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

## Section 4. Consultant’s Services

4.1. 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 described in the Contract Documents 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.

4.2. 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, but the City will not be responsible for any additional costs as a result of the Force Majeure event. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

4.3. 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 in the Contract Documents.

4.4. 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 5. Compensation

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Consultant on a time and materials basis, guaranteed not-to-exceed amount of SEVEN HUNDRED SIX THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND TWENTY-SIX CENTS (\$706,995.26) 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.

5.2. 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 in the Contract Documents, 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 services beyond the scope of work described in the Contract Documents, or any compensation above the amount shown in **Subsection 5.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

5.3. 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.

5.4. 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 the Contract Documents.

5.5. 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 Oregon Corporate Activity Tax (CAT).

## Section 6. City’s Rights and Responsibilities

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

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the

next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

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

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

### **Section 8. Consultant's Project Manager**

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

### **Section 9. Project Information**

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

### **Section 10. Duty to Inform**

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

### **Section 11. Subcontractors and Assignments**

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of

such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

## **Section 12. Consultant Is Independent Contractor**

12.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 5** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

12.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. 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 18** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject

to, the provisions of this **Section 12** and meet the same insurance requirements of Consultant under this Agreement.

### **Section 13. Consultant Responsibilities**

In addition to the responsibilities included in the Contract Documents, Contractor also agrees to the following, some of which may also be set forth in the Contract Documents:

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

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

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

### **Section 14. Indemnity**

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City

as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

## **Section 15. Insurance**

15.1. Insurance Requirements. Consultant must 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 Services hereunder. Any and all agents or subcontractors with which Consultant contracts for any portion of 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 of this Agreement:

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

15.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors,



omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

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

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

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

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

15.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at

least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

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

## **Section 16. Early Termination; Default**

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

16.1.1. By mutual written consent of the parties;

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

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

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

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

16.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender

to the City items of work or portions thereof, referred to in **Section 20**, for which Consultant has received payment or the City has made payment.

### **Section 17. Suspension of Services**

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

### **Section 18. Modification/Addendum**

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

### **Section 19. Access to Records**

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

## Section 20. As-Builts/Property of the City

Consultant must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, 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.

## Section 21. Notices

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

To City:                      City of Wilsonville  
    Attn: Marissa Rauthause, Civil Engineer  
    29799 SW Town Center Loop East  
    Wilsonville, OR 97070

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

## Section 22. Miscellaneous Provisions

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

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

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

22.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer

and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

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

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

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

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

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

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

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

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

days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

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

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

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

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

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

22.18. Entire Agreement. This Agreement, and all documents attached to this Agreement, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

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

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

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

**CONSULTANT:**

HARPER HOUF PETERSON RIGHELLIS, INC.

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

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

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

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

**CITY:**

CITY OF WILSONVILLE

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

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

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

**URBAN RENEWAL AGENCY:**

URBAN RENEWAL AGENCY OF THE  
CITY OF WILSONVILLE

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

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Stephanie Davidson, Assistant City Attorney  
City of Wilsonville, Oregon

Task 1 – Project Management

The Consultant shall manage all sub-consultants on the team, directing the flow of information between the Consultant team members and the City’s project manager. Monthly billing and status reports will be clearly presented in an organized manner, with costs distributed among tasks and funding sources. For the purpose of this scope, the project is anticipated to last 18 months, beginning in September 2024 and being completed in February 2026. The Consultant shall provide services including the following items:

1. Organize and conduct Kick-off meeting at City Hall.
2. Prepare and provide updates as needed to the Project schedule.
3. Organize, lead, and conduct Project meetings twice a month during design. For the purpose of this scope this assumes 36 meetings, 27 virtual and 9 in person at the City of Wilsonville.
4. Coordinate various members of the Consultant team.
5. Communicate clearly and regularly with the City’s project manager.
6. Submit monthly invoices/payment requests; separate costs by tasks.

Task 2 – Public Engagement

Task 2.1 – Public Engagement Plan

The Consultant shall prepare a Public Engagement Plan that includes strategies and desired outcomes for broad based, early, and continuing engagement of key stakeholders and the public. The Public Engagement Plan will need to address unique outreach needs and opportunities of environmental justice/underserved communities in the area. Consultant shall prepare a demographic analysis for the area potentially affected by the project to understand the location of underserved communities and provide specific focus to those areas to include in the engagement opportunities.

The Public Engagement Plan shall outline the process for timely and accessible forums of public input, including in-person and online open houses, public surveys, public events, etc. at a minimum of four key points in the project, pre-design, preliminary design, advance design, and pre-construction. The Public Engagement Plan shall outline secondary outreach mechanisms if participation is lower than anticipated or certain demographics are not being reached. In addition, the Consultant shall plan on preparing presentations and attending at least two City Council meetings.

Public Engagement shall incorporate the City’s existing public engagement tools, including Let’s Talk, Wilsonville!, Boones Ferry Messenger, and social media platforms, utilizing these communication tools rather than paying for third party platforms.

Task 2.2 – Public Engagement Materials and Interested Parties List

Consultant shall prepare public information materials, including fact sheets, postcards, photographs, graphic illustrations, communications, exhibits, visualizations, presentations, surveys, summaries and other documents needed to support the activities outlined in the



Public Engagement Plan. Consultant maintain and update an interested parties list and coordinate with the City's project manager to disseminate project updates up to four times during the project.

### Task 2.3 – Open Houses

Prepare materials for, lead, and participate in up to four public in-person and online open-house meetings in Wilsonville – one prior to performing engineering studies, one at the pre-design level, one at 60% design, and one prior to construction.

### Task 2.4 -Council Updates

Prepare materials for and participate in two City Council meetings.

The City will develop and maintain the project website and upload consultant produced content and manage the community engagement webpage, as well as serve as the point of contact for media and public inquiries.

### Deliverables

The project deliverables will include:

1. Demographics analysis identifying areas of underserved communities near the project limits.
2. Draft Public Engagement Plan
3. Final Public Engagement Plan incorporate City review comments.
4. All public information materials and project content.
5. Prepare public engagement summaries documenting outreach provided, demographics, and feedback for each of the four key phases of engagement.

## Phase 1 – Preliminary Design

### Task 3 – Project Planning and Surveying

All survey work and elevations on design plans shall be based on NAVD 88 Datum. The consultant team shall provide the following project planning and surveying services.

#### Task 3.1– Project Initial Research and Project Planning

1. The City will provide Consultant with the following information in electronic format prior to the Project Kick-Off Meeting for their review.
  - a. City of Wilsonville 2017 Public Works Standards and Detail Drawings;
  - b. As-built record drawing information, as available;
  - c. Other pertinent information requested by Consultant, as available;
2. Consultant will request maps from all utility companies that have utilities within the subject area.
3. The Oregon Utility Notification Center will be contacted to field mark utilities throughout the subject area.
4. Consultant will thoroughly review all as-builts or record drawings, utility company

information, and GIS maps.

5. Consultant will conduct survey research necessary to perform the field surveying tasks and resolve right of ways, property boundaries, and adjacent easements of record.

#### Deliverables

The project deliverables will include:

1. A Memo summarizing Public Input and Project Planning Team Meetings to document preliminary design approach based on pre-design public and City feedback.

#### Task 3.2 – Right-of-Way/Easement Surveying and Legal Descriptions

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

1. Reviewing record of surveys, plats, and deed documents of adjacent ownerships.
2. Establishing property, right-of-way, and easement lines adjacent to the project.
3. Prepare legal descriptions and exhibits for all right-of-way and easements required for the project. Obtain title reports for the respective parcels.

#### Deliverables

The project deliverables will include:

1. Title reports, Legal descriptions and Exhibits for areas needed to be acquired for right-of- way or easement acquisition.

#### Task 3.3 – Site/Topographic/Design Surveying

Consultant will perform necessary site, topographic, and design surveying services for the Project Area as determined by the Consultant and the City. At a minimum, surveying and potholing will include the following:

1. Establishing a horizontal and vertical survey control network.
2. Referencing the network and all mapping to the City of Wilsonville approved vertical datum.
3. Surveying and preparing a map showing the following:
  - a. Locations, rim elevations, and invert elevations (of pipes) for all sanitary sewer and storm manholes within the project area
  - b. Locations and top of valve nut elevations for water valves, locations and box rim elevations for meter boxes, hydrants, blow-offs, air releases, and all other appurtenances.
  - c. Utility poles, meters and overhead wires (including heights)
  - d. Located underground utilities and associated appurtenances and valves, and irrigation systems
  - e. Crown line of streets
  - f. Edge of pavement and top face of curb – If a non-standard curb exists, survey top back of curb.

- g. Fences, mailboxes, street lights, trees, and other street side structures
  - h. Striping and signage
  - i. Sidewalks, curb ramps, and driveways
  - j. Retaining walls
  - a. Trees (measuring 6" diameter and larger located within the Project Area and within a 25' buffer of the project in heavily treed portions of the site including the northeast corner of the intersection of Brown Road and Wilsonville Road and along Tranquil Park; survey crew shall attach numbered tags to trees corresponding with tree survey point numbers.)
  - b. Other important topographic features
  - c. Photos of site conditions
4. The extents of the survey work will be as necessary to adequately design the proposed improvements.

### Deliverables

The project deliverables will include:

1. Survey data will be compiled in digital format and a digital terrain model will be created which can be used for design purposes. Digital terrain model (DTM) in AutoCAD DWG format complete with all external references such that the DTM is fully usable by the City without additional software or reference data.
2. An existing conditions map, stamped by a Professional Land Surveyor registered in Oregon, will be prepared showing all the above items.
3. The project deliverable will be a complete summary report of the existing conditions. This document will include:
  - a. An existing conditions survey map
  - b. Raw field survey data and field notes
  - c. Digital terrain model in AutoCAD format complete with all external references such that the DTM is fully usable by the City without additional software or reference data
  - d. Pre-Construction Record of Survey (including map and narrative) recorded with the Clackamas County Surveyors Office
  - e. Utility locate ticket numbers and maps provided by utility carriers
  - f. Site photographs

### Task 3.4 – Potholing

Consultant will perform necessary potholing in the Project Area to verify depth, location, size, and material type of existing utilities as determined by the Consultant and the City. Since the exact extent of pothole excavation is not yet known, this scope includes a budget of \$10,000 for pothole excavation work and assumes one field days of survey crew to survey the pothole locations. Potholing using a vactor excavation truck shall be conducted to verify depth, location, size, and material type of existing utilities as determined by the Consultant and the City. Potholes will be backfilled per city standards.

Deliverables

The project deliverables will include:

1. Pothole contractor exhibit maps
2. Surveyed pothole locations incorporated into topographic base map.

Task 3.5 – Legal Descriptions and Exhibits

Consultant shall prepare legal descriptions and exhibit maps for up to 18 parcels.

Deliverables

The project deliverables will include:

1. Up to 18 legal descriptions and exhibit maps.

Task 3.6 – Pre-Construction Record of Survey

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

At a minimum, surveying will include the following:

1. Locations of all survey monuments that may be disturbed or destroyed by construction.
2. Descriptions of all located survey monuments.

Deliverables

The project deliverables will include:

1. A Pre-Construction Record of Survey to meet the requirement of ORS 209.155 as described in Task 3.4.

Task 4 – Tree Evaluation

In accordance with City of Wilsonville requirements, Consultant's Project Arborist will assess surveyed trees in terms of species, diameter, crown radius, health and windthrow resistance, and identify high quality significant trees as priorities to preserve and protect. Consultant will coordinate with the Project Arborist throughout all phases of design to develop tree removal and protection recommendations. Consultant will schedule one on-site meeting with the Project Arborist to review the tree assessment and discuss alternatives to inform the Preliminary Design Memo and Figures. A second on-site meeting with the Project Arborist is included to review and discuss the 30% Design Tree Plan in terms of potential tree impacts and arborist recommendations for tree protection.

Deliverables

The project deliverables will include:

1. Tree inventory data and tree survey mark-up identifying significant trees
2. Tree protection specifications

### 3. Final tree inventory data including treatments to remove and retain trees

#### Task 5 – Geotechnical Investigation

Consultant or their sub-consultant shall perform a geotechnical investigation of the project site to assist the Consultant in determining the pavement structural design and retaining structures below 5 feet in height required as part of the project. Geotechnical investigation shall be developed in coordination with City's Project Manager, but in general will include the following components:

- a. Complete a generalized distress survey of the road sections. Provide recommendations for pavement areas that may require repair prior to rehabilitation.
- b. Provide traffic control and traffic control plans when required for testing. It is assumed permitting requirements and fees will be managed by City personnel.
- c. Complete falling weight deflectometer (FWD) testing for each street segment in the outside wheel track of the main travel lanes
- d. Explore subsurface conditions in the existing pavement by completing five borings.
  - i. Borings to be to a depth of up to three (3) feet below ground surface (BGS).
  - ii. Two of the borings may be extended to 10 feet if required for retaining wall design parameters, if required.
  - iii. Pavement at the surface will be patched with a polymer modified patching material.
- e. 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.
- f. Obtain 48-hour traffic classification counts through subcontractor at a total of four locations
- g. Evaluate pavement thickness and distress pavement core data.
- h. Estimate pavement thickness from a review of subsurface explorations and GPR data analysis.
- i. Analyze FWD, and subsurface data to estimate existing pavement capacity.
- j. Calculate estimated pavement equivalent single axle loads (ESAL) based on the traffic classification count data.
- k. Provide recommendations for pavement preservation based on existing pavement condition, pavement capacity, and required pavement capacity based on ESAL results.

#### Deliverables

Provide a DRAFT and FINAL Pavement Design Report summarizing our findings and recommendations including the following:

- a. Summary of work
- b. Plan showing exploration locations
- c. Soil logs and soil testing results
- d. Recommendations for AC structural sections for the roadways including new sections for roadway widening and rehabilitation recommendations for existing sections.

- e. Site preparation, excavation, cut and fill slopes, structural fill material, fill placement, compaction, and wet weather construction recommendations as needed
- f. Retaining structures as needed.

### Task 6 – Transportation Engineering

Consultant shall provide transportation analysis and design engineering services as summarized in the following sub-tasks.

#### Task 6.1 – Transportation Analysis

Consultant or their sub-consultant shall perform a transportation evaluation for the project area to assist the Consultant in determine road alignment, traffic control devices (stop signs vs. roundabouts), turn pocket locations, and intersection improvements. Traffic studies shall be developed in coordination with City’s Project Manager.

Consultant shall collect the following traffic data:

- One 24-hour vehicle count (including vehicle classifications and travel speed) along Brown Road.
- AM (7:00 to 9:00 a.m.) and PM (4:00 to 6:00 p.m.) peak hour turn movement counts at the following intersections:
  - SW Wilsonville Road/SW Brown Road
  - SW Brown Road/SW Camelot Street
  - SW Brown Road/SW Parkwood Lane
- Crash data from (most recent 5 years of data)
- Other

Consultant shall conduct AM and PM peak traffic analysis for both existing conditions and future conditions (approximately 20 years in the future) at the following locations:

- SW Wilsonville Road/SW Brown Road
- SW Brown Road/SW Camelot Street
- SW Brown Road/SW Parkwood Lane

Future traffic volumes must be based on the currently approved City of Wilsonville travel demand model.

Capacity analysis must be based on current Highway Capacity Manual (“HCM”) methodology.

### Deliverables

The project deliverables will include:

1. Traffic study including the following at a minimum:
  - a. Summary of work
  - b. Recommendations for road alignment and cross section alternatives analysis
  - c. Turn pocket (if any) and storage needs at study intersections
  - d. Traffic signal upgrades
  - e. Intersection improvements/traffic control devices, including potential mini roundabouts at SW Parkwood Lane and SW Camelot Street.

### 6.2 Traffic Signal Modification Design

Consultant shall prepare plans, specifications and construction cost estimate (“PS&E”) for the modification of the existing traffic signal at the Wilsonville Road/Brown Road intersection.

All traffic signal plans and specifications must conform to Manual on Uniform Traffic Control Devices (“MUTCD”), ODOT, Clackamas County, and National Electric Code (“NEC”) standards as applicable. Consultant shall coordinate with the utility for service connections.

Plans and specifications shall include locating pedestrian push buttons to meet current MUTCD and ADA standards, in accordance with the ODOT Signal Design Manual, Agency standards, the ODOT Signal Policy and Guidelines, and applicable ODOT standard drawings.

This task assumes there will be no impacts to the existing traffic signal cabinet or traffic signal interconnect conduit or wiring.

The following plan sheets are anticipated to be completed with this task:

- Traffic Signal Legend (1 Sheet; NTS)
- Traffic Signal Modification Plan (1 Sheet; 1”=20’)
- Traffic Signal Detection Plan (1 Sheet; 1”=40’)
- Traffic Signal Pole Entrance Chart (1 Sheet; NTS)
- Traffic Signal Details (2 Sheet; NTS)

### Deliverables

Consultant shall provide:

- 60% Traffic Signal Modification plans and cost estimate included in (Task 10.3)
- 90% Traffic Signal Modification plans, special provisions, and cost estimate (Task 10.5)
- Final Traffic Signal Modification plans, special provisions, and cost estimate included in Final PS&E Package submittal (Task 10.7)

### 6.3 – Modified Traffic Signal Cabinet Print

Sub-consultant shall prepare modified Traffic Signal Cabinet prints for the traffic signal at Wilsonville Road/Brown Road. The following plan sheets are anticipated to be completed with this task. This plans will not be submitted as part of the typical PS&E deliverables. The cabinet prints will be submitted directly to Clackamas County Traffic Signal staff for review and comment.

- Wilsonville Road/Brown Road Traffic Signal Cabinet Print (1 Sheet; NTS)

#### Deliverables

- 90% Traffic Signal Cabinet Print plans (Task 10.5).
- Final Traffic Signal Cabinet Print plans (Task 10.7).

### 6.4 Permanent Signing and Pavement Markings

Consultant shall prepare plans, specifications, and construction cost estimates for the permanent signing and pavement markings associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD, ODOT, and Agency standards. The following plan sheets are anticipated to be completed with this task.

- Brown Road Permanent Signing & Pavement Marking Plans (2 Sheets; 1"=40')
- Wilsonville Road Permanent Signing & Pavement Marking Plan (1 Sheet; 1"=40')
- Permanent Signing and Striping Details (2 Sheets; NTS)

#### Deliverables

Consultant shall provide:

- 60% permanent signing and pavement markings and cost estimate (Task 10.3)
- 90% permanent signing and pavement markings plans, special provisions, and cost estimate (Task 10.5)
- Final permanent signing and pavement markings plans, special provisions, and cost estimate (Task 10.7)

### 6.5 Illumination Design

Consultant shall prepare plans, specifications, and construction cost estimates for the construction of an illumination system within Project area. Consultant shall conduct lighting analysis to determine appropriate light pole layout (pole spacing, mounting heights, and wattages) to meet current Agency standards for light levels. Street lighting plans and specifications shall conform to the NEC, PGE, and Clackamas County electrical standards as applicable. Consultant shall coordinate with utility for service connections.

The following plan sheets are anticipated to be completed with this task:

- Illumination Legend (1 Sheet; NTS)



- Brown Road Illumination Plan (2 Sheets; 1"=40')

### Deliverables

Consultant shall provide:

- Technical Memorandum and narrative summarizing the results of lighting analysis included in 30% submittal (Task 10.1)
- 60% Illumination plans and cost estimate (Task 10.3)
- 90% Illumination plans, special provisions, and cost estimate (Task 10.5)
- Final Illumination plans, special provisions, and cost estimate (Task 10.7)

### 6.6 Traffic Control and TPAR Plans ("TCPs and TPARs")

Consultant shall prepare and submit PS&E for temporary traffic control to accommodate the public during construction. Consultant shall develop plans and specifications to accommodate vehicle, bicycle and pedestrian traffic during construction. ODOT or Agency standard plans must be referenced where possible.

Consultant shall prepare a work zone traffic analysis to determine delay estimates, impacts of lane closures and other mobility restrictions.

Consultant's TCPs must indicate such elements as traffic control sequencing, work zone limits, transitions, traffic control devices, signage, detours and staging cross sections (where applicable), and work zone details for vehicles, bicycles and pedestrians.

Consultant shall prepare a Temporary Pedestrian Accessible Route Plan ("TPARP") as part of the TCPs. The TPARP must include a pedestrian route through or around each work area that is equal to or better than the route that was there before construction.

TCPs must meet MUTCD, ODOT, and Agency requirements. The following plan sheets are anticipated to be completed with this task:

- Advanced Area Signing Plan (2 Sheets; NTS)
- TPARP Plans (2 Sheets; NTS)
- Brown Road Traffic Control Plans (2 Sheets; NTS)
- Traffic Control Legend and Detail Plan (1 Sheet; NTS)

### Deliverables

Consultant shall provide:

- 60% TCPs and TPARs and cost estimate (Task 10.3)
- 90% TCPs, TPARs, special provisions, and cost estimate (Task 10.5)
- Final TCPs, TPARs, special provisions, and cost estimate (Task 10.7)

### Task 7 – Preliminary Engineering, Alternatives Analysis, and Recommendation (30% Design)

After engineering studies and survey have been completed, the Consultant shall prepare a preliminary design memo with preliminary design figures. The Consultant shall provide the following items:

1. Preliminary design memo shall include discussion of project direction, feedback from community open house prior to engineering studies, discussion of conclusions from engineering studies, discussion of impacts to trees, discussion of accessibility upgrades required, and any other important findings.
2. Preliminary design figures shall include proposed road sections, cross-section alternatives along alignment, intersection configurations including mini roundabouts at SW Parkwood Lane and SW Camelot Street, alternatives for preservation of significant trees, locations of accessibility upgrades, and approximate alignments and relocations.
3. Receive City approval for major design assumptions
4. Identify locations and quantity of likely ROW and easement acquisitions and exhibits for the Project
5. Prepare planning level cost estimates for construction of improvements
6. Prepare estimates for land acquisition required. The Consultant will work with the City to determine appropriate unit costs.

#### Deliverables

The project deliverables will include:

1. Preliminary design memo with engineering studies attached
2. 30% Design Strip map
3. 30% Construction Cost Estimate

### Phase 2 – Design, Public Involvement, and Easement Acquisition

#### Task 8 – Stormwater Analysis

Once the consultant has evaluated Stormwater options and needs, the consultant shall prepare a Stormwater Drainage Report in conformance with the current City of Wilsonville Public Works Standards. The Draft Stormwater Drainage Report shall be submitted prior to or with submittal of the 60% Design Plans. Stormwater design shall incorporate low impact design standards shall be in conformance with the 2012 Stormwater Master Plan and the 2017 Public Works Standards. Consultant shall make any corrections to the report based on comments by City staff.

#### Deliverables

The project deliverables will include:

1. Submit a draft copy Stormwater Drainage Report for review by City staff.
2. Submit a final copy Stormwater Drainage Report.

#### Task 9 – Utility Coordination & Relocation

Consultant shall identify and locate utilities within the Project limits, initiate contacts with

utilities, and coordinate relocations needed for the construction of the Project. Underground utilities will be potholed to verify location, material, size, and depth (see task 3.4). The City's project manager will be the primary contact for utility coordination. Consultant shall schedule, attend, and document regular utility coordination meetings during design of the project. For the purpose of this scope, we anticipate up to 5 virtual utility coordination meetings and three on-site coordination meetings with utility providers to coordinate relocation and undergrounding plans.

Consultant shall prepare required utility notification letters for each utility found in potential conflict with the proposed design.

#### Task 10– Final Design and Bid Documents, 60%, 90%, and 100% Plans

Once Preliminary engineering and design has been approved by the City and public concerns are addressed, Final Design for the project may commence. The purpose of the final design is to prepare the final construction documents necessary to construct the required road improvements.

#### Task 10.1 – Alternatives Analysis/30% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 30% design review meeting after receipt and review of City 30% review comments. Meetings may be held virtually or at Wilsonville City Hall.

#### Deliverables

The Project deliverables will include:

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

#### Task 10.2 – 60% Design Plans and Bid Documents

Consultant shall prepare a complete set of 60% design plans and cost estimate that incorporate comments from the 30% submittal. Plan sheets of the 60% plan set shall include, but is not limited to:

1. Cover Sheet
2. Legend and Construction Notes
3. Existing Conditions Plan
4. Tree Removal and Protection Plan with Notes
5. Erosion Control Plan
6. Geometry and Paving Plan
7. Composite Utility Plan
8. Street Plan and Profile
9. Street Details, Curb>Returns, Driveways and Cross-Sections
10. Storm Water Plan and Profile
11. Applicable City of Wilsonville Detail Drawings
12. Franchise Utility Plan

13. Traffic Signal Modification Plans
14. Striping and Signage Plans
15. Illumination Plans
16. Traffic Control and TPAR Plans
17. Detour Plans
18. Landscape Plan

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

Consultant shall prepare legal descriptions and exhibits for up to 18 parcels.

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

#### Deliverables

The Project deliverables will include:

1. Updated comment log with Consultant responses to each comment.
2. 60% plan set in half-size (11"x17") electronic (PDF) format.
3. 60% project special provisions.
4. 60% bid schedule and bid item descriptions.
5. 60% Engineer's construction cost estimate.
6. Right of Way Legal Descriptions and Exhibits

#### Task 10.3 – 60% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for two (2) meetings

1. 60% design review meeting after receipt and review of City 60% review comments. Meetings may be held virtually or at Wilsonville City Hall.

#### Deliverables

The Project deliverables will include:

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

#### Task 10.4 – 90% Design Plans and Bid Documents

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

City will add 90% plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the 100% construction documents.

#### Deliverables

The Project deliverables will include:

1. Updated comment log with Consultant responses to each comment.
2. 90% plan set in half-size (11"x17") electronic (PDF) format.
3. 90% project special provisions.
4. 90% bid schedule and bid item descriptions.
5. 90% Engineer's construction cost estimate.

#### Task 10.5 – 90% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 90% design review meeting after receipt and review of City 90% review comments. Meetings may be held virtually or at Wilsonville City Hall.

#### Deliverables

The Project deliverables will include:

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

#### Task 10.6 – 100% Design Plans and Bid Documents

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

#### Deliverables

The Project deliverables will include:

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

#### Task 11– Right-of-Way and Easement Acquisition Support

##### Task 11.1 Right-of-Way Staking and Legal Description Updates

Consultant will be responsible for identifying location of right-of-way and permanent and temporary easements needed for the project appraisals.

### Deliverables

The Project deliverables will include:

1. Provide surveyed field staking of up to 18 legal descriptions showing the right-of-way and easement lines of property to be acquired in coordination with the City's property assessor and right-of-way agent. It is assumed that all staking will be done at one time.

### Phase 3 – Construction Engineering Services

The scope of work for Construction Engineering Services will be refined and finalized during negotiations at a later date.

### City Responsibilities

1. Provide electronic copies of City's Current Public Works Standards, City Modifications to the 2018 ODOT Special Provisions, Storm Water Master Plan, and Transportation System Plan.
2. Provide as-built record drawings and/or electronic information (if available) for adjacent projects and other pertinent information to the Consultant upon request.
3. Providing input on scheduling, advertising and hosting public open houses.
4. Providing specific City of Wilsonville project provisions.
5. Printing and distribution of bid documents.
6. Advertising Project for bidding.
7. Point of contact for bidder questions and requests for information.
8. Evaluation of bids, audits, and contract award.
9. Review and approval of Concrete and Asphalt mix design.
10. Processing Change Order Requests (COR's), Work Change Directives (WCD's), and Change Orders (CO's).
11. Reviewing and processing monthly pay estimates for construction contract.
12. Hiring and managing right-of-way agent and appraiser for acquisitions.
13. Scheduling and hosting weekly construction meetings.

# EXHIBIT B-RATES

**Brown Road Improvements  
City of Wilsonville**

**Harper Houf Peterson Righellis Inc.  
July 26, 2024**

Item 3.

Harper Houf Peterson Righellis, Inc.																	
	Project Manager	Quality Control Engineer	Project Engineer	Civil Engineer	Project Surveyor	Survey Technician	Survey Crew Chief	Survey Instrument Person	Planner	Landscape Architect	Senior Landscape Architect	Civil Designer	Graphic Artist	Clerical	HHPR Labor	Expenses	
	\$245.00	\$245.00	\$230.00	\$190.00	\$210.00	\$165.00	\$160.00	\$105.00	\$165.00	\$165.00	\$180.00	\$160.00	\$165.00	\$120.00			
<b>TASK DESCRIPTIONS</b>																	<b>HHPR Subtotal</b>
<b>Task 1: Project Management</b>																	
1.0 Project Management	100		70											24	\$ 43,480.00	\$ 227.80	\$ 43,708
<b>Task 2: Public Engagement</b>																	
2.1 Public Engagement Plan	4	2							40						\$ 8,070.00	\$ 195.00	\$ 8,265
2.2 Public Engagement Materials and Interested Parties List	16	4	16	24					40				96		\$ 35,580.00	\$ 100.00	\$ 35,680
2.3 Open Houses	16		16						64				16		\$ 20,800.00	\$ 91.12	\$ 20,891
2.4 Council Updates	8		8										8		\$ 5,120.00	\$ 45.56	\$ 5,166
<b>Task 3: Project Planning and Surveying</b>																	
3.1 Project Initial Research and Project Planning					24	28									\$ 9,660.00	\$ 8,168.34	\$ 17,828
3.2 Right-of-Way/Easement Surveying					72	8	60	60							\$ 32,340.00	\$ 2,500.00	\$ 34,840
3.3 Site/Topographic/Design Surveying					26	104	152	152							\$ 62,900.00	\$ -	\$ 62,900
3.4 Potholing					2	4	8	8							\$ 3,200.00	\$ 10,000.00	\$ 13,200
3.5 Legal Descriptions and Exhibits					72	72									\$ 27,000.00	\$ -	\$ 27,000
3.6 Pre-Construction Record of Survey					8	40									\$ 8,280.00	\$ 1,000.00	\$ 9,280
<b>Task 4: Tree Evaluation</b>																	
4.0 Tree Evaluation															\$ -	\$ -	\$ -
<b>Task 5: Geotechnical Investigation</b>																	
5.0 Geotechnical Investigation															\$ -	\$ -	\$ -
<b>Task 6: Transportation Engineering</b>																	
6.1 Traffic Analysis															\$ -	\$ -	\$ -
6.2 Traffic Signal Modification Design															\$ -	\$ -	\$ -
6.3 Traffic Signal Cabinet Print															\$ -	\$ -	\$ -
6.4 Permanent Signign and Striping Design															\$ -	\$ -	\$ -
6.5 Illumination Design															\$ -	\$ -	\$ -
6.6 Traffic Control and TPAR Plans															\$ -	\$ -	\$ -
<b>Task 7: Preliminary Engineering, Alternatives Analysis, and Recommendations</b>																	
7.0 Preliminary Engineering, Alternatives Analysis, and Recommendations (30% Design)	40	8	60	80										40	\$ 47,160.00	\$ -	\$ 47,160
<b>Task 8: Stormwater Analysis</b>																	
8.0 Stormwater Analysis	24		60	40										24	\$ 31,120.00	\$ -	\$ 31,120
<b>Task 9: Utility Coordination and Relocation</b>																	
9.0 Utility Coordination and Relocation	16		24											40	\$ 15,840.00	\$ 68.34	\$ 15,908
<b>Task 10: Final Design and Bid Documents, 60%, 90% and 100% Plans</b>																	
10.2 Alternatives Analysis/30% Design Review Meeting	4		8												\$ -	\$ -	\$ -
10.3 60% Design Plans and Bid Documents	24	8	60	80						40	16	80			\$ 59,120.00	\$ -	\$ 59,120
10.4 60% Design Review Meeting	4		8												\$ 2,820.00	\$ -	\$ 2,820
10.5 90% Design Plans and Bid Documents	16	8	40	60						24	16	60			\$ 42,920.00	\$ -	\$ 42,920
10.6 90% Design Review Meeting	4		8												\$ 2,820.00	\$ -	\$ 2,820
10.7 100% Design Plans and Bid Documents	24	8	40	40						16	8	40			\$ 35,120.00	\$ -	\$ 35,120
<b>Task 11: Right-of-Way and Easement Acquisition Support</b>																	
11.1 Right-of-Way Staking and Legal Description Updates					4	8	16	16							\$ 6,400.00	\$ -	\$ 6,400
															\$ -	\$ -	\$ -
<b>Total Hours by Staff Type</b>	300	38	418	324	208	264	236	236	144	80	40	284	120	24	\$ 502,570.00	\$ 22,396.16	\$ 524,966.16
<b>Hourly Rates</b>	\$245.00	\$245.00	\$230.00	\$190.00	\$210.00	\$165.00	\$160.00	\$105.00	\$165.00	\$165.00	\$180.00	\$160.00	\$165.00	\$120.00			
	\$73,500.00	\$9,310.00	\$96,140.00	\$61,560.00	\$43,680.00	\$43,560.00	\$37,760.00	\$24,780.00	\$23,760.00	\$13,200.00	\$7,200.00	\$45,440.00	\$19,800.00	\$2,880.00	\$502,570.00		\$524,966.16

\* Subconsultants include a 5% markup

# EXHIBIT B-RATES

Item 3.

**Brown Road Improvements  
City of Wilsonville**

**Harper Houf Peterson Righellis Inc.  
July 26, 2024**

TASK DESCRIPTIONS	DKS Associates								Central Geotechnical Services					CGS Subtotal				
	Principal in Charge	Project Manager	Project Engineer	Designer	CAD/Graphics	Transportation Planner/Modeler	Admin	DKS Labor	Expenses	DKS Subtotal	Principal Engineer	Project Manager 1	Engineering/Geological Staff		Administrative Assistant	Senior Administrative Assistant	CGS Labor	Expenses
<b>Task 1: Project Management</b>																		
1.0 Project Management	2	20	7				20	\$ 8,235.00	\$ -	\$ 8,647								
<b>Task 2: Public Engagement</b>																		
2.1 Public Engagement Plan								\$ -	\$ -	\$ -								
2.2 Public Engagement Materials and Interested Parties List								\$ -	\$ -	\$ -								
2.3 Open Houses	3	6	8		8			\$ 4,840.00	\$ 80.40	\$ 4,956								
2.4 Council Updates								\$ -	\$ -	\$ -								
<b>Task 3: Project Planning and Surveying</b>																		
3.1 Project Initial Research and Project Planning								\$ -	\$ -	\$ -								
3.2 Right-of-Way/Easement Surveying								\$ -	\$ -	\$ -								
3.3 Site/Topographic/Design Surveying								\$ -	\$ -	\$ -								
3.4 Potholing								\$ -	\$ -	\$ -								
3.5 Legal Descriptions and Exhibits								\$ -	\$ -	\$ -								
3.6 Pre-Construction Record of Survey								\$ -	\$ -	\$ -								
<b>Task 4: Tree Evaluation</b>																		
4.0 Tree Evaluation								\$ -	\$ -	\$ -								
<b>Task 5: Geotechnical Investigation</b>																		
5.0 Geotechnical Investigation								\$ -	\$ -	\$ -	11	35	31	7	2	\$ 15,559.00	\$ 12,085.00	\$ 29,026.20
<b>Task 6: Transportation Engineering</b>																		
6.1 Traffic Analysis	4	20	48		6	16	1	\$ 17,240.00	\$ 1,300.00	\$ 19,467								
6.2 Traffic Signal Modification Design	6	26		80	34		2	\$ 24,880.00	\$ 80.40	\$ 26,208								
6.3 Traffic Signal Cabinet Print	1	4		12	10			\$ 4,460.00	\$ -	\$ 4,683								
6.4 Permanent Signage and Striping Design	4	20		60	32		2	\$ 19,620.00	\$ 80.40	\$ 20,685								
6.5 Illumination Design	4	22		62	32		3	\$ 20,470.00	\$ 80.40	\$ 21,578								
6.6 Traffic Control and TPAR Plans	4	20		60	35		2	\$ 20,055.00	\$ -	\$ 21,058								
<b>Task 7: Preliminary Engineering, Alternatives Analysis, and Recommendations</b>																		
7.0 Preliminary Engineering, Alternatives Analysis, and Recommendations (30% Design)								\$ -	\$ -	\$ -								
<b>Task 8: Stormwater Analysis</b>																		
8.0 Stormwater Analysis								\$ -	\$ -	\$ -								
<b>Task 9: Utility Coordination and Relocation</b>																		
9.0 Utility Coordination and Relocation								\$ -	\$ -	\$ -								
<b>Task 10: Final Design and Bid Documents, 60%, 90% and 100% Plans</b>																		
10.2 Alternatives Analysis/30% Design Review Meeting								\$ -	\$ -	\$ -								
10.3 60% Design Plans and Bid Documents								\$ -	\$ -	\$ -								
10.4 60% Design Review Meeting	1	4	4		6		2	\$ 2,900.00	\$ -	\$ 3,045								
10.5 90% Design Plans and Bid Documents		2	2					\$ 760.00	\$ 40.20	\$ 840								
10.6 90% Design Review Meeting	1	4	4		6		2	\$ 2,900.00	\$ -	\$ 3,045								
10.7 100% Design Plans and Bid Documents		2	2					\$ 760.00	\$ 40.20	\$ 840								
10.7 100% Design Review Meeting	2	6	6		6		2	\$ 3,950.00	\$ -	\$ 4,148								
<b>Task 11: Right-of-Way and Easement Acquisition Support</b>																		
11.1 Right-of-Way Staking and Legal Description Updates								\$ -	\$ -	\$ -								
								\$ -	\$ -	\$ -								
<b>Total Hours by Staff Type</b>	32	156	81	274	175	16	36	\$ 130,870.00	\$ 1,702.00	\$ 139,200.60	11	35	31	7	2	\$ 15,559.00	\$ 12,085.00	\$ 29,026.20
<b>Hourly Rates</b>	\$290.00	\$215.00	\$165.00	\$155.00	\$145.00	\$180.00	\$110.00	\$265.00	\$198.00	\$154.00	\$102.00	\$113.00						
	\$9,280.00	\$33,540.00	\$13,365.00	\$42,470.00	\$25,375.00	\$2,880.00	\$3,960.00	\$130,870.00		\$2,915.00	\$6,930.00	\$4,774.00	\$714.00	\$226.00	\$15,559.00	\$12,085.00	\$29,026.20	
								\$139,200.60										\$29,026.20

\* Subconsultants include a 5% markup



# EXHIBIT B-RATES

Item 3.

**Brown Road Improvements  
City of Wilsonville**

**Harper Houf Peterson Righellis Inc.  
July 26, 2024**

TASK DESCRIPTIONS	Morgan Holen & Associates				MHA Subtotal	TOTAL PER TASK
	Morgan Holen, Consulting Architect	MHA Labor	Expenses			
	\$185.00					
<b>Task 1: Project Management</b>						
1.0 Project Management	-	-	-	-	-	\$ 52,354.55
<b>Task 2: Public Engagement</b>						
2.1 Public Engagement Plan	-	-	-	-	-	\$ 8,285
2.2 Public Engagement Materials and Interested Parties List	-	-	-	-	-	\$ 35,680
2.3 Open Houses	-	-	-	-	-	\$ 25,848
2.4 Council Updates	-	-	-	-	-	\$ 5,165.96
<b>Task 3: Project Planning and Surveying</b>						
3.1 Project Initial Research and Project Planning	-	-	-	-	-	\$ 17,828
3.2 Right-of-Way/Easement Surveying	-	-	-	-	-	\$ 34,840
3.3 Site/Topographic/Design Surveying	-	-	-	-	-	\$ 62,900
3.4 Potholing	-	-	-	-	-	\$ 13,200
3.5 Legal Descriptions and Exhibits	-	-	-	-	-	\$ 27,000
3.6 Pre-Construction Record of Survey	-	-	-	-	-	\$ 9,280
<b>Task 4: Tree Evaluation</b>						
4.0 Tree Evaluation	71	\$ 13,135.00	\$ 10.05	\$ 13,802	-	\$ 13,802.30
<b>Task 5: Geotechnical Investigation</b>						
5.0 Geotechnical Investigation	-	-	-	-	-	\$ 29,026.20
<b>Task 6: Transportation Engineering</b>						
6.1 Traffic Analysis	-	-	-	-	-	\$ 19,467
6.2 Traffic Signal Modification Design	-	-	-	-	-	\$ 26,208
6.3 Traffic Signal Cabinet Print	-	-	-	-	-	\$ 4,683
6.4 Permanent Signign and Striping Design	-	-	-	-	-	\$ 20,685
6.5 Illumination Design	-	-	-	-	-	\$ 21,578
6.6 Traffic Control and TPAR Plans	-	-	-	-	-	\$ 21,057.75
<b>Task 7: Preliminary Engineering, Alternatives Analysis, and Recommendations</b>						
7.0 Preliminary Engineering, Alternatives Analysis, and Recommendations (30% Design)	-	-	-	-	-	\$ 47,160.00
<b>Task 8: Stormwater Analysis</b>						
8.0 Stormwater Analysis	-	-	-	-	-	\$ 31,120.00
<b>Task 9: Utility Coordination and Relocation</b>						
9.0 Utility Coordination and Relocation	-	-	-	-	-	\$ 15,908.34
<b>Task 10: Final Design and Bid Documents, 60%, 90% and 100% Plans</b>						
10.2 Alternatives Analysis/30% Design Review Meeting	-	-	-	-	-	\$ 2,820.00
10.3 60% Design Plans and Bid Documents	-	-	-	-	-	\$ 62,165.00
10.4 60% Design Review Meeting	-	-	-	-	-	\$ 3,660.21
10.5 90% Design Plans and Bid Documents	-	-	-	-	-	\$ 45,965.00
10.6 90% Design Review Meeting	-	-	-	-	-	\$ 3,660.21
10.7 100% Design Plans and Bid Documents	-	-	-	-	-	\$ 39,267.50
<b>Task 11: Right-of-Way and Easement Acquisition Support</b>						
11.1 Right-of-Way Staking and Legal Description Updates	-	-	-	-	-	\$ 6,400.00
	-	-	-	-	-	\$ -
<b>Total Hours by Staff Type</b>	71	\$ 13,135.00	\$ 10.05	\$13,802.30	-	<b>\$ 706,995.26</b>

Hourly Rates \$185.00

\* Subconsultants include a 5% markup

\$13,135.00      \$13,135.00      \$13,802.30      \$706,995.26



## URBAN RENEWAL AGENCY MINUTES

June 03, 2024 at 7:00 PM

Wilsonville City Hall

### CALL TO ORDER

#### 1. Roll Call

The Urban Renewal Agency held a regular meeting at the Wilsonville City Hall beginning on Monday, June 3, 2024. The Chair called the meeting to order at 7:59 p.m., followed by roll call.

#### PRESENT

Chair Fitzgerald  
 Member Akervall  
 Member Linville  
 Member Berry  
 Member Dunwell

#### STAFF PRESENT

Amanda Guile-Hinman, City Attorney  
 Bryan Cosgrove, City Manager  
 Dwight Brashear, Transit Director  
 Jeanna Troha, Assistant City Manager  
 Katherine Smith, Assistant Finance Director  
 Keith Katko, Finance Director  
 Kimberly Veliz, City Recorder  
 Zoe Mombert, Assistant to the City Manager

#### 2. Motion to approve the following order of the agenda.

**Motion:** Moved to approve the order of the agenda.

Motion made by Member Akervall, Seconded by Member Dunwell.

#### **Voting Yea:**

Chair Fitzgerald, Member Akervall, Member Linville, Member Berry, Member Dunwell

**Vote:** Motion carried 5-0.

## CITIZEN INPUT

This is an opportunity for visitors to address the Urban Renewal Agency on any matter concerning City's Business or any matter over which the Agency has control. It is also the time to address 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 Urban Renewal Agency 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.

## CONSENT AGENDA

The City Attorney read the title of the URA Consent Agenda item into the record.

3. Minutes of the March 4, 2024 Urban Renewal Agency Meeting.

**Motion:** Moved to approve the Consent Agenda as read.

Motion made by Member Linville, Seconded by Member Berry.

### Voting Yea:

Chair Fitzgerald, Member Akervall, Member Linville, Member Berry, Member Dunwell

**Vote:** Motion carried 5-0.

## NEW BUSINESS

There was none.

## CONTINUING BUSINESS

There was none.

## PUBLIC HEARING

4. **URA Resolution No. 350**

A Resolution Of The Urban Renewal Agency Of The City Of Wilsonville Adopting The Budget, Making Appropriations, And Declaring The Intent To Collect Tax Increment For Fiscal Year 2024-25.

The City Attorney read the title of URA Resolution No. 350 into the record.

The Chair provided the public hearing format and opened the public hearing at 8:00 p.m.

The Finance Director summarized the staff report and presented the PowerPoint, which had been added to the record.

The Chair invited public testimony; seeing none the Chair closed the public hearing on URA Resolution No. 350 at 8:08 p.m.

The Agency members then asked clarifying questions.

The Finance Director explained there was a modification made to URA Resolution No. 350 after the packet had been published.

The Chair then requested a motion on URA Resolution No. 350.

**Motion:** Moved to approve URA Resolution No. 350.

Motion made by Member Linville, Seconded by Member Berry.

Agency discussion ensued.

**Voting Yea:**

Chair Fitzgerald, Member Akervall, Member Linville, Member Berry, Member Dunwell

**Vote:** Motion carried 5-0.

**ADJOURN**

The Chair adjourned the meeting at 8:15 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Julie Fitzgerald, Chair