

RESOLUTION NO. 2773

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT WITH OBEC CONSULTING ENGINEERS FOR PHASE 1 – PRELIMINARY ENGINEERING SERVICES FOR THE I-5 PEDESTRIAN BRIDGE PROJECT (CAPITAL IMPROVEMENT PROJECT #4202).

WHEREAS, the City has planned, and budgeted for engineering design of Capital Improvements Project #4202, known as the I-5 Pedestrian Bridge project (the Project); and

WHEREAS, the City entered into an intergovernmental agreement (Resolution No. 2696) with METRO for a Federal fund exchange associated with the Project; and

WHEREAS, the City agreed to complete preliminary engineering of the Project by March 2021 as part of the Federal fund exchange; and

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

WHEREAS, OBEC Consulting Engineers submitted a proposal for the Project on August 27, 2019 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

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

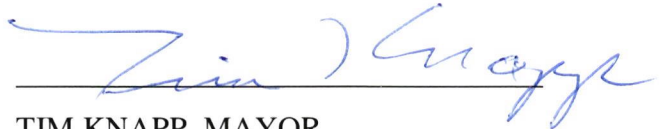
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and OBEC Consulting Engineers has provided a responsive and responsible proposal for engineering design services.

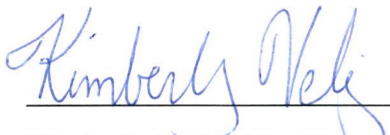
Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with OBEC Consulting Engineers for a not-to-exceed amount of \$1,384,592.86, which is substantially similar to **Exhibit A** attached hereto.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 2nd day of December 2019, and filed with the Wilsonville City Recorder this date.


TIM KNAPP, MAYOR

ATTEST:


Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Excused
Councilor West	Yes
Councilor Linville	Yes

EXHIBITS:

A. I-5 Pedestrian Bridge Professional Services Agreement

EXHIBIT A

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT (CIP #4202)

This Professional Services Agreement (“Agreement”) for the I-5 Bicycle and Pedestrian Bridge Project (“Project”) is made and entered into on this ____ day of _____ 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **OBEC Consulting Engineers, Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

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

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

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

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

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE MILLION THREE HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS AND EIGHTY-SIX CENTS (\$1,384,592.86), for performance of the Services ("Compensation Amount"). Consultant's rates are set forth on **Exhibit B**, attached hereto and incorporated by reference herein. Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

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

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

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

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

Section 5. City's Rights and Responsibilities

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in Section 15.

Section 6. City's Project Manager

The City's Project Manager is Zach Weigel, P.E. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

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

Section 8. Project Information

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

Section 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

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

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

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

Section 11. Consultant Is Independent Contractor

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

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

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions, as provided in **Section 12**. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

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

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Consultant's defense obligation as part of this **Section 12.2** means reimbursement of the City's reasonable defense costs, including attorney fees at trial and on appeal, to the extent of Consultant's liability hereunder. If Consultant fails, neglects, or refuses to make prompt payments required under this **Section 12.2**, the City may, but shall not be obligated to, make such payments to the employee and offset the amount of the payment against funds due or to

become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

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

Section 13. Indemnity

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

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

Section 14. Insurance

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant’s activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a

subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

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

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

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

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

14.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City,

with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

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

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

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

Section 15. Early Termination; Default

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

15.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 16. Suspension of Services

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

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat

said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 18. Access to Records

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

Section 19. Property of the City

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

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

Section 20. Notices

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

To City: City of Wilsonville
 Attn: Zach Weigel, P.E.
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: OBEC Consulting Engineers, Inc.
Attn: Bob Goodrich, P.E.
4275 Commercial Street SE, Suite 100
Salem, OR 97302

Section 21. Miscellaneous Provisions

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

OBEC CONSULTING ENGINEERS, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Bryan Cosgrove

As Its: City Manager

APPROVED AS TO FORM:

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

I-5 PEDESTRIAN BRIDGE SCOPE OF WORK

Project Scope:

The City of Wilsonville is bisected by Interstate 5, splitting the City into east and west halves with crossings provided by only three existing roadways and one multi-use trail beneath the I-5 Boone Bridge. The I-5 Pedestrian Bridge was identified in Wilsonville's 2006 Bicycle & Pedestrian Master Plan to provide a more centralized, safe pedestrian and bike crossing of I-5, separated from vehicular traffic.

The new bridge crossing will cross over Boones Ferry Road, Interstate 5, and Town Center Loop West, connecting Barber Street to the Wilsonville Town Center. The Project will directly link communities west of I-5 to Wilsonville's Metro designated 2040 Town Center and high-tech employment centers, as well as link communities east of I-5 to the SMART Central Station, the hub of Wilsonville's transit system and south terminus of TriMet's WES commuter rail.

In June 2013, Wilsonville formally adopted the I-5 Pedestrian Bridge as a high-priority standalone pedestrian and bicycle Improvement project as part of the Transportation System Plan. The project quickly became a priority for the Wilsonville community, with City Council authorizing conceptual design and cost estimate work, a funding analysis, grant proposals with award of a Metro Regional Flexible Fund Allocation in 2017 for project design, and purchase of a property in the Wilsonville Town Center for the eastern bridge landing. Continued effort on the project was temporarily placed on hold during the Wilsonville Town Center planning work to ensure the bridge project reflected the vision and goals of the Town Center area where the eastern landing of the bridge will be located.

In April 2019, Wilsonville adopted a new long-range plan for the Town Center area that established a community vision for a vibrant, walkable community hub that inspires people to come together and socialize, shop, live, and work. The Town Center is the heart of Wilsonville. It is home to active parks, civic spaces, and amenities that provide year-round, compelling experiences. Wilsonville residents and visitors come to Town Center for shopping, dining, culture, and entertainment.

A key feature of the Town Center Plan is an emerald chain of green spaces that connects people to one another and nature. The emerald chain links Town Center Park and Memorial Park with a connected network of trails, cycle tracks, small plazas and green spaces through the Town Center connecting with the I-5 Pedestrian Bridge and a gateway plaza that welcomes visitors to the Town Center.

As the first implementation project of the Town Center Plan, it is essential that the I-5 Pedestrian Bridge and Gateway Plaza design reflect the community's vision and set the tone for what the Town Center is to become.

The work associated with this Project includes engineering and construction specifications and design plans for a multi-use pathway, bridge, and gateway plaza incorporating art, architectural design, and placemaking with associated roadway and utility improvements, public outreach, natural resource review, permitting, and acquisition support.

The first phase of the design contract will be scoped through the 30% Design submittal. During 30% Design a contract amendment will be processed to include services through 90% Design or bid support, as appropriate.

Organization of Work Tasks:

The following work tasks are provided to develop an effective and comprehensive project delivery plan and provide a basis for the level of effort and design fee required for successful project delivery.

Task 1: Project Management

Consultant shall provide management and coordination for the tasks included in this Scope. Consultant shall manage Services performed by Consultant's staff and sub-consultants. Consultant shall coordinate with the City on work tasks performed by others. Project duration is assumed to be 10 months for the base tasks identified through the 30% Design phase.

1.1 Project Management and Coordination

Consultant shall provide project management and design oversight for the consultant team. Consultant shall prepare and maintain a milestone delivery schedule in Microsoft Project format. Consultant shall maintain a project decision log to collect City design input, document key decisions and track the resolution of design issues. Consultant shall plan and direct Quality processes in accordance with Consultant's existing Quality Management Program (QMP), including the development of a Project Quality Plan (PQP). The PQP will identify the quality control and assurance reviews for each project deliverable. Consultant shall keep the city apprised of work progress, project issues, resolutions and changes affecting the design, schedule or project budget on a regular basis. Consultant shall submit a monthly invoice and progress report. Consultant shall maintain a project file, which must include engineering computations, assumptions, meeting agendas and minutes, working drawings, correspondence and memoranda. For budgeting purposes, the project duration for the scope of services in this contract is anticipated to last no more 10 months.

1.2 Project Meetings

Consultant shall prepare and lead meetings as described below. The purpose of these meetings is to identify and document the Project goals, objectives and design preferences; to establish an efficiency and design quality; to understand approval requirements; and to promote accurate communications between the City and the consultant team. Meetings shall take place at the City's Engineering Services Office or by conference call, as appropriate, except ODOT meetings will be at their offices in Portland. Consultant shall prepare an agenda and a summary for each meeting.

- Project meetings – Up to five Consultant staff shall meet with the City for a kickoff meeting and six periodic meetings, for up to two (2) hours each, to discuss the work plan, project schedule, design criteria, alternatives analysis, project issues, and/or stakeholder engagement.
- 30% design review meeting – Up to five Consultant staff shall meet with the City for up to two (2) hours to discuss review comments on the 30% Design.

1.3 Quality Control

Consultant shall perform senior reviews of the milestone deliverables at 30% according to the PQP and Consultant's Quality Management Program.

Task 1 Deliverables

- Decision Log
- Design schedule
- Monthly progress report and invoice
- Meeting agendas and summaries
- QC Checklists at each milestone

Task 2: Survey

Consultant shall complete the surveying needs for the Project. Consultant's surveying shall include establishing a control network, topographic surveying, and filing a Horizontal Control, Monument Recovery and Retracement Survey with the Clackamas County Surveyors Office. This is an English unit Project (International Feet).

All Consultant deliverables shall be reviewed and approved by Consultant's Professional Land Surveyor (PLS), registered in the State of Oregon.

The limits of the survey are as shown in the map below.



2.1 Horizontal and Vertical Control

Consultant shall establish horizontal and vertical control network points according to ODOT or City standards. Consultant shall use the Oregon Coordinate Reference System (OCRS) – Portland Zone, NAD83(2011) Epoch2010. for the horizontal datum and shall use the NAVD 88 for the vertical datum. Consultant shall establish primary geodetic control monuments, (5/8" iron rod with plastic cap) and maintain line of sight throughout the entire Project limits. Consultant shall place these control monuments in locations such that they can be utilized during construction.

Consultant shall run digital level loops to control monuments that are utilized in preparing the Digital Terrain Model (DTM). Consultant shall use strategic points to develop survey DTM in non-critical areas that are no more than one (1) "shot" out from a network control point.

Consultant shall show the control network on the Horizontal Control, Monument Recovery and Retracement Survey filed with the County Surveyor (see task 2.3).

2.2 Location Survey, Base Map, and Digital Terrain Model (DTM)

Consultant shall perform a topographic survey for the project within the survey limits defined above.

Consultant shall survey existing surface features per the ODOT Route Surveying Manual and Base Map Standards, including, but not limited to: face of buildings, fences, utilities, ditches, driveways, structures, culverts, trees, and signs within areas

selected for topographic surveys. Consultant shall survey the existing centerline and edge of pavement with elevations consistent with the Project vertical datum. Consultant shall tie trees 6-inch or larger in diameter at chest height.

Consultant shall gather the field data necessary to show utility locations in the base mapping for the design. Consultant shall request underground utilities to be marked in the field (known as “field locates”) within the immediate Project area as identified. Consultant shall use the statewide “One-call” utility notification system and submit a “pre-survey” locate request. All utility operators with buried facilities subscribe to the One-Call system (OUNC-Oregon Utility Notification Center). Consultant shall tie all non-tangent markings, i.e. survey shots shall be of sufficient frequency to accurately record each facility’s alignment and deviation.

Consultant shall measure vertically the lowest wires that cross street or road intersections and shall calculate a true elevation of those wires. Consultant shall note this in the field notes.

Consultant shall record all visible utility identifications in the field notes. Such numbers shown on power or telephone poles, vault tags, telephone pedestals (also known as risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations are examples of what is needed for the City or Consultant to communicate with the utility operator, as to what facility may conflict with the Project.

Consultant shall create a Digital Terrain Model (DTM) of the Project site. Consultant’s DTM shall depict the actual surface shape in each section. Consultant shall gather topographic data for this Project by techniques consistent with preparing a DTM and National Mapping Standards Accuracies. Consultant shall use a combination of survey data at break lines, features, and spot locations to develop the DTM model. Consultant shall perform the topographic survey to establish the configuration of the ground and the location of natural and fabricated objects.

Consultant shall collect confidence points in accordance with ODOT’s “Route Surveying Procedures Manual” from the Survey Operations Unit current edition, with the intent to verify surface modeling within triangles created during development of the DTM surface, striving for intervals of no greater than 200-feet. Consultant shall collect confidence points over the DTM at approximately two-percent (2%) to five-percent (5%) of total points.

Consultant shall produce confidence report to ODOT’s standards.

2.3 Horizontal Control, Monument Recovery and Retracement Survey

Consultant shall perform a search of survey records on file with City and County, to reestablish the existing centerlines and rights-of-way.

Consultant shall research deeds and surveys of record. Consultant shall provide tax assessor maps, records of survey and copies of all pertinent deeds used to reestablish the existing right-of-way lines.

Consultant shall survey found property corners, property line fences and the existing edge of pavement to establish the existing road centerlines and rights-of-way. Consultant shall tie at least one (1) Public Land Survey System (PLSS) corner as necessary to show a relationship to the road centerlines. Consultant shall provide at least one (1) PLSS corner tie for right-of-way descriptions and the filing of the survey. Consultant shall tie these monuments to the control network.

Consultant’s survey map format shall conform to the latest version of the ODOT’s “Survey Filing Maps Standards – Horizontal Control, Recovery and Retracement Surveys”

2.4 Right of Way Base Map

Consultant shall prepare the R/W base map using field survey data, vesting deeds, County assessor plats, subdivision plats, General Land Office plats, existing County R/W drawings, County record of surveys, road dedications, and road vacations.

Consultant shall create coordinate correct mapping features in the “Design” model. The R/W base map must include the existing property lines, General Land Office lines (GLO), property owners’ names with deed recording numbers, the R/W centerline, R/W boundaries, access control lines, Project design centerlines, survey monuments, reference points. Consultant shall show the names of any features such as subdivisions, roads, streets, or rivers in the file. Consultant shall label each survey monument with a description and its coordinates or referenced in a table. Each centerline must include Engineer’s Stationing, curve data, bearings, and coordinates.

2.5 Descriptions and Exhibit Maps

Consultant shall order Preliminary Title Reports and prepare R/W files and easements and exhibit maps for up to three (3) files.

2.6 Staking for Acquisition

Consultant shall provide staking of right-of-way or easements for acquisition viewing. Each parcel shall be staked one (1) time only. The staking shall be immediately before the Right of Way Agent starts the actual negotiations with the property owners. Right of way staking for each file may or may not occur at the same time depending on the availability of the right of way agent and appraisers.

Task 2 Deliverables

- Horizontal and vertical control network data incorporated into Task 2.3
- One (1) scanned copy of field notes
- Copy of the electronic CADD Files Location Base Map in AutoCAD format with Civil3D DTM
- All files for the network control points in electronic (ASCII) format
- Electronic field files
- Confidence Point Report
- Electronic files of all listing kits, survey research and tax maps
- Final electronic copy of filed Horizontal Control, Monument recovery and Retracement Survey” data
- R/W Base Map
- Legal right-of-way descriptions and right-of-way exhibit maps for acquisition by the City

Task 3: Public Engagement

Consultant shall perform and manage the public engagement plan and efforts. Consultant shall work closely with the City to prepare and execute the plan.

3.1 Vision and Goals Document

Using the information gathered during the public kickoff and online survey (see Task 3.5), Consultant shall develop a brief memorandum that identifies the goals and measures of success that will be used to develop and evaluate the bridge and plaza alternatives. This will also be rooted in, and acknowledge, the work that has preceded this phase of the project (Bike & Pedestrian Connectivity Plan, Town Center Plan). Goals and measures of success will be provided in matrix format. Consultant shall submit a draft memorandum to the Wilsonville PM for review prior to finalization. The Vision and Goals will be a key component guiding this project and will be affirmed by the Planning Commission and City Council.

3.2 Public Engagement Plan

Consultant shall develop a Public Involvement and Communications Plan (PICP) that identifies the tools, techniques and anticipated timing for major events during the project. This PICP will provide specific direction on the following public engagement elements:

- Provide information on expected content and results of major events related to this project
- Identify the expected social media and outreach support and timing using the City’s existing social media platforms and “Let’s Talk, Wilsonville!”

- Stakeholder and business meetings
- Project public kickoff event
- Public open house and content for online preference survey
- Anticipated citywide Block Party materials and exercises
- Content for online survey's associated with the public kickoff and Block Party events
- Planning Commission and City Council work sessions, briefings, and hearings

Consultant shall coordinate with the Wilsonville PM to collaborate with, as possible, existing events within the City and the major tasks of the project. The goal of this scheduling is to take advantage of existing City activities to attract larger audiences. The PICP will also identify which consultant team members and City staff are assumed to be present at project events, meetings, and other in-person events.

3.3 Public Information Materials

Consultant shall provide outreach tools as part of an outreach toolkit. The outreach toolkit will include substantive components needed to conduct a pop-up or other outreach activities. Consultant will assist City staff in identifying the best timing and events for the pop-up outreach activities. Toolkits will include the following items:

- Boards for up to three pop-up events, to occur at different points in the project. Consultant assumes the City will staff the events;
- Up to three FAQ sheets;

Consultant shall develop up to four visualizations of plaza and bridge alternatives using SketchUp or similar tool. Consultant shall incorporate existing Town Center visualization models as appropriate to show connections to adjacent development and connections to the Emerald Chain.

3.4 Stakeholder Meetings

Consultant shall coordinate with the City to identify up to five individual or small group meetings to be interviewed by the Consultant, including at least one event facilitated in Spanish. The goal of these meetings is to engage people who could have a significant influence on the project, either directly as adjacent land or business owners. The stakeholder meetings may include representatives from City Council and Planning Commission, local neighborhood and community groups, and ODOT, to be determined by City and the consultant team. The City will lead the scheduling of these meetings. Interviews are anticipated to take up to an hour each and will be documented with notes from each meeting prepared by Consultant and combined into one summary document.

3.5 Public Kickoff, Online Surveys and Citywide Block Party

Public Kickoff

Consultant shall organize, with City assistance securing meeting location(s) and other logistics, a public discussion to identify design goals and measures of success for the project and develop potential concepts for the bridge and plaza design, including direction on art elements and amenities. Consultant shall use the Town Center Plan as the basis for the workshop discussion for the plaza. The outcomes of the meeting will provide direction on design and function of major elements, including how this project is incorporated into the larger Town Center vision. Consultant shall compile a PowerPoint of results that can be posted to the project website.

In conjunction with the public workshop, Consultant shall develop an online visual preference survey that will ask respondents a series of questions related to bridge design, plaza materials and amenities and other information necessary to assist the City and Consultant in developing the plaza design. Consultant shall develop the survey content in Word and accompanying graphics, if any, for City staff to upload onto the City's online platform. Consultant shall first develop an

outline for the Wilsonville PM's review prior to assembling the draft survey and shall complete one round of revisions prior to providing materials to the City for online posting. Consultant assumes that both the City and Consultant will analyze survey results. Consultant will provide a brief summary of the results.

Citywide Block Party/Online Survey

Consultant shall coordinate with the City to develop materials and interactive activities for the annual Citywide Block Party to gather input on the preliminary designs for the project. Up to three Consultant team members will attend the event. Consultant shall also develop a brief online survey that will be available to the general public and event attendees (Consultant assumes it can use City tablets) to identify priority design elements. City will prepare an online survey summary, with assistance from the Consultant. Consultant assumes that both the City and Consultant will analyze survey results. Consultant will provide a brief summary of the event and survey results.

3.6 Planning Commission and City Council Meetings

Consultant shall prepare for and attend up to three Planning Commission work sessions to gather input and assist in developing a recommendation to City Council on design preferences and overall direction on the bridge and plaza design.

Consultant will prepare for and attend up to three City Council meetings to provide project updates and gather input on the bridge and plaza design.

For each meeting, Consultant shall prepare a PowerPoint presentation of the appropriate aspects and features of the project. Up to 3 consultant staff shall attend each meeting.

Task 3 Deliverables

- Vision and Goals Document
- PICP
- Website and social media updates
- Public Information Toolkit
- Visualizations
- Stakeholder meetings and summaries
- Online preference survey
- Public workshop, with summary
- Citywide Barbeque, with summary.
- Online prioritization survey
- Present at Planning Commission and City Council meetings

Task 4: Environmental Documentation & Permitting

Consultant shall perform background research and field investigations. Consultant shall prepare reports and applications to secure permits and approvals from ODOT and regulatory agencies.

4.1 Transportation Management Plan (TMP)

Consultant shall prepare a draft Project-level TMP per the requirements of the ODOT TMP Guidance Document located on ODOT's web page. Consultant's TMP shall include: work zone traffic analysis, construction staging, work zone restrictions, detours, mitigation measures, public involvement program, and concurrence from MCTD on the staging approach and lane restrictions, which requires a freight mobility checklist. Where freeway and street closures and detours are anticipated, Consultant shall, in coordination with ODOT, build consensus for a recommended detour route. A Work Zone Decision Tree must be developed and used throughout design to fully evaluate traffic mitigation strategies. A brief narrative describing temporary pedestrian access routes will be included as part of the TMP.

Consultant shall coordinate with Agency MCTD through the ODOT project lead to minimize impacts to freight mobility. Activities shall include:

- Initial contact with MCTD to discuss the requirements for freight movement along the route in order to develop screening criteria for the options under evaluation.
- Subsequent meeting (one) with MCTD if design alternatives are being considered that do not meet MCTD requirements. This must be done in order to collaborate on a solution as part of the accepted mobility practices.
- One (1) additional meeting with MCTD to finalize staging approach.
- Getting concurrence from MCTD and the stakeholders on an acceptable staging approach and documenting this for the Project design and construction.

Assumptions:

- Temporary and permanent vertical clearance will meet ODOT mobility requirements for high clearance NHS

C4.1.1 I-5 Closure and Detour Traffic Analysis (CONTINGENCY)

If authorized by the Agency, consultant shall prepare a I-5 closure and detour traffic analysis memorandum that summarizes potential I-5 closure windows for installation of the proposed pedestrian bridge. Consultant shall make one (1) field visit to review of existing field transportation conditions at the adjacent interchanges and ramps that would be used for the proposed detour. Potential or desired detour will be provided by the agency and could include Wilsonville Road, Stafford Road, Elligsen Road, etc.

It is assumed that all traffic volumes and classification information for I-5 and adjacent City streets will be provided by the agency. Operations analysis will be performed at up to six intersections identified by the agency.

Consultant shall prepare a draft memorandum, with the sections listed below, summarizing the results of the findings. Based on comments from the Agency on the draft memorandum, a final memorandum must be prepared.

- Project Purpose
- Existing weekday and weekend hourly volume profiles on I-5
- Recommended I-5 closure windows that minimize traffic impacts
- Detour traffic analysis at intersections identified by agency
- Identification of potential impacts and delays

4.2 Historic Baseline Report

Consultant shall prepare a Historic Resources Baseline report for the project area. Consultant shall review the State Historic Preservation Office (SHPO) Historic Sites Database and conduct an on-site survey for historic-period structures (greater than 50 years of age) adjacent to and within the Area of Potential Effect (APE) that may be affected by Project. Consultant shall make recommendations for any additional work.

4.3 Phase 1 Archaeology Report

Consultant shall conduct a background research which includes a review of records and reports from SHPO and from other sources, as available. Pertinent materials relating to the environmental setting, ethnographic context, and Euroamerican settlement history of the project area will also be reviewed in order to assess the potential for resources to be present within the project area that have not been previously recorded. Consultant will also review historical maps such as General Land Office and early USGS topographic quadrangles, and review other documents to determine whether a resource is likely within the project area.

Consultant shall conduct a pedestrian field survey within the APE, including areas where ground will be disturbed by Project construction. The pedestrian survey will use transects spaced approximately 15 to 20 meters (50 to 66 feet) apart, as appropriate, to determine if archaeological resources are present on the ground surface.

Consultant shall obtain all required excavation permits and conduct subsurface exploratory probing in the APE. Shovel test excavations will be in areas where ground surface visibility is low and will concentrate in the areas where impacts are to occur. Up to 20 shovel tests will be excavated within the APE. Shovel tests will be dug by hand, will be 30 centimeters (cm) (12 inches [in]) in diameter, and excavated to a minimum depth of 50 cm (20 in) below the surface where possible. Hand-operated buck augers (15 cm [6 in] in diameter) may be used to determine whether deeply buried deposits are present. Excavated sediments will be screened through ¼-in mesh hardware cloth.

The results of the background research and archaeological survey fieldwork will be documented in a draft and final report. The report will include a summary of the project description, summary of the background review, field survey and shovel testing methods and results, and recommendations to address the resources if resources are found. An archaeological resource form will be appended to the report, if resources are found.

Assumptions:

- No archaeological resources will be identified and therefore no documentation of archaeological resources will be needed or collected.

C4.3.1 Phase 2 Archaeology Fieldwork and Report (CONTINGENCY TASK)

If a cultural resource site has been identified during the Phase 1 study, then a Phase 2 investigation may be required to establish National Register of Historic Places (NRHP) eligibility. Archaeological investigations under this task include establishing vertical and horizontal site boundaries. Consultant shall prepare and submit an application for an archaeological excavation permit. The City's approval of the contingency is required before fieldwork is conducted.

Consultant shall excavate up to four (4) 50x50 cm (20x20 in) square quarter test units within the recorded site boundary. The quarter test units will be excavated to a minimum depth of 50 cm (20 in) below the surface where possible. The soils excavated from the quarter test units will be screened using ¼- and ⅜-in mesh nested hardware cloth.

Artifacts found during the excavations will be collected as required under the archaeological excavation permit. Collected artifacts will be curated at the University of Oregon Museum of Natural and Cultural History (OMNCH).

The results of the archaeological survey fieldwork will be documented in a draft and final Phase 2 technical report. The report will include a summary of the project description, summary of the background review, field survey and shovel testing methods and results, and recommendations to address the NRHP-eligibility of the site tested. Tables, photographs, an artifact catalog, and an updated resource forms will be appended to the report.

4.4 Environmental Site Assessment, Phase 1 & 2

4.4.1 Hazardous Materials Corridor Study

Consultant shall prepare a Hazardous Materials Corridor Study (HMCS) for the West Approach, Bridge Main Span, and Gateway Plaza. The HMCS will identify potential sources of contamination that could impact the Project. The HMCS will review the records listed below and make conclusions based on the data. Consultant work conducted for the HMCS will be in general conformance with the All Appropriate Inquiries Final Rule (AAI Rule) per 40 CFR 312, ASTM Standard Practice for Environmental Site Assessments (ASTM E 1527-13) within the Project API (Area of Potential Impact) and according to generally accepted environmental procedures as outlined below:

- "Hazardous Waste Guide for Project Development" (1990), by the American Association of State Highway and Transportation Officials (AASHTO) Special Committee on Environment, Archaeology and Historic Preservation.
- "ODOT Hazmat Program Procedures Guidebook," 2010, Oregon Department of Transportation.
- "Level 1 Corridor Study" report template, Oregon Department of Transportation.

HMCS Report:

Consultant shall review available federal and State environmental databases to identify sites that could potentially impact the project, using the following minimum search radii:

Environmental Database	Search Radius
State-Equivalent NPL List (ECSIS)	0.5 mile
Oregon Permitted Landfill List	0.5 mile
State Leaking (L) UST List	0.25 mile
Federal RCRA Generators List	Site and Adjoining
State Fire Marshal’s Spill Response List	Site and Adjoining
State Certified UST List	Site and Adjoining

Consultant shall prepare a HMCS report summarizing the information obtained through the following tasks:

Physical Setting Sources. The physical setting sources must include (when available) a current U.S. Geological Survey (USGS) 7.5-minute topographic map and geologic, hydrologic, and soil information.

Historical Research. The resource (or combination of resources) selected will, if possible, provide historic information regarding land use for at least the past 50 years and include one or more of the following resources: Sanborn Fire Insurance Maps, historical aerial photographs, reverse city directories, historic property ownership/occupancy records, or building permits.

Environmental Database Search. Review previous environmental reports and available federal and state environmental records for hazardous waste generators, documented leaking or permitted underground storage tanks (USTs), sites with known or suspected releases, landfill sites, and Superfund sites using government web-based databases or using a commercial database search report.

Site Reconnaissance. Conduct a visual reconnaissance from public rights-of-way and other areas accessible to the general public. Consultant is not allowed to enter private property or contact the property owners without a permit of entry supplied, signed, and approved by agency.

HMCS Report. Prepare a Draft HMCS report summarizing the information obtained through the scope of services defined above; the HMCS report must include a description of field observations, information from state and federal environmental databases, historic land use, a scaled map showing the location of all identified potential sources of contamination, copies of historic data, copies of state and federal databases, and any other relevant documentation. It must include opinions and conclusions about the conditions observed in and adjacent to the API, prepare an Initial Site Assessment Checklist according to AASHTO and ODOT guidelines; provide photographs documenting Project corridor observations, and include recommendations for additional studies or investigations if appropriate. The report must include conclusions that identify specific sources of contamination that could impact the Project or the proposed construction work. The final report must be developed based upon the Client’s review comments.

Consultant shall review pertinent records that may be made available as they relate to the environmental condition of the project corridor.

Consultant shall assess if soil sampling is necessary to determine if soil excavated from the project corridor shall meet DEQ clean fill screening levels for contaminants-of-concern, potentially including pesticides, herbicides, metals, polynuclear aromatic hydrocarbons, petroleum hydrocarbons, and solid waste.

Consultant shall prepare a HMCS report summarizing the information obtained through the activities listed above, using ODOT's Corridor Report Template available at: https://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/Pages/guidance_resources.aspx. The report shall include photographs documenting project corridor observations. The report must include conclusions that identify specific sources of contamination that could impact project construction and recommendations for further investigation, if needed.

Assumptions:

- The Project corridor can be treated as a single property.
- The HMCS will not include sampling of soil, water, air, or other media; laboratory analysis of any material; inspection for asbestos, lead-based paint, or other hazardous building materials; evaluation for the presence of radon gas; or a chain of title.

C4.4.2 Shoulder Soil Investigation (CONTINGENCY TASK)

If recommended in the Hazardous Materials Corridor Study, Consultant shall conduct a shoulder soil investigation to evaluate if these materials along Oregon Department of Transportation (ODOT) right-of-way (ROW) where proposed excavations may occur. Shoulder soil investigation activities will be performed in general accordance with ASTM D 4700-91, *Standard Guide for Soil Sampling within the Vadose Zone*, ASTM D6051-91(2006), *Standard Guide for Composite Sampling and Field Subsampling for Environmental Waste Management Activities*, ASTM D 4220-95, *Standard Practices for Preserving and Transporting Soil Samples*, ASTM D 4823-95, *Standard Guide for Core Sampling Submerged, Unconsolidated Sediments*, U.S. Environmental Protection Agency (EPA) Field Sampling Guidance Document #1215, and Oregon Department of Environmental Quality (DEQ) guidance documents.

Consultant shall prepare a site-specific Shoulder Soil Investigation Work Plan (Work Plan), including Health and Safety Plan (HASP) and Traffic Control Plan (TCP), describing how samples shall be collected. The Work Plan shall describe the number of sampling locations, sample collection, sampling equipment, equipment decontamination, and handling and shipment of samples. The HASP shall be completed in accordance with 29 CFR 1910.120 and OAR 437-02-100 et seq., and all other state and Federal worker health and safety regulations applicable. The HASP should reflect the sampling and characterization activities described in the Work Plan. Shannon & Wilson shall set up a self-regulating traffic control using signs and cones, as described in the 2016 Oregon Temporary Traffic Control Handbook.

Consultant shall submit the draft site-specific Work Plan/HASP/TCP to Agency for review and comment. No field work activities shall proceed until after Consultant has received written authorization (e-mail) from Agency. Consultant shall prepare a draft work plan for review by Agency; comments received will be incorporated into a final Work Plan/HASP/TCP for implementation at the Project location.

For budgetary purposes Consultant anticipates this work plan shall include one (1) day of road shoulder soil sampling on-site. Road shoulder soil samples shall be collected, if present, up to ten (10) feet from the edge of pavement/sidewalk within the proposed bridge alignment. Shoulder soil samples shall be collected at depths of 0 to 0.5 and 1.0 to 1.5 feet below ground surface (bgs) at each sampling location. During shoulder soil investigation field tasks, up to sixteen (16) road shoulder soil samples shall be collected for laboratory analyses. Shoulder soil samples will be laboratory composited into up to four (4) separate groups based on depths.

Samples shall be shipped to Pace Analytical National Center for Innovation & Testing in Mt. Juliet, TN. Consultant shall submit under standard chain-of-custody (COC) protocols and request a standard turn-around time of five to seven (5-7)

business days. Soil samples will be composited and analyzed for:

- Gasoline-range petroleum hydrocarbons by NWTPH-Gx,
- Diesel- and residual-range petroleum hydrocarbons by NWTPH-Dx,
- Volatile organic compounds by EPA Method 8260B,
- Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270D-SIM, and
- Resource Conservation and Recovery Act (RCRA) 8 metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) by EPA Methods 6020/7471.

If a shoulder soil sample's total metal concentration exceeds its toxicity trigger value, based on the Rule of 20, follow-up analysis for metal using Toxicity Characteristic Leaching Procedures (TCLP) by EPA Methods 1311/6020/7471 will be conducted. In addition, the two soil samples with the highest total lead concentrations will be further analyzed for TCLP lead by EPA Methods 1311/6020.

Consultant shall prepare a Shoulder Soils Investigation Report summarizing the results of the site-specific investigations. The report shall include the following:

- Field observations, photographs, description of sampling, laboratory reports, and data tables summarizing analytical results.
- Evaluation of the laboratory results versus DEQ's clean fill screening levels and risk-based concentrations for construction and excavation workers.
- Conclusions that identify specific sources of contamination that could impact project construction.

C4.4.3 Geophysical Survey (CONTINGENCY TASK)

If recommended by the Hazardous Materials Corridor Study, Consultant shall conduct geophysical surveys using magnetic survey and ground penetrating radar to determine if underground storage tanks or metallic debris are present. Consultant shall prepare a Geophysical Survey Work Plan describing survey methods and equipment. The work plan should include a traffic control plan, if needed. Consultant shall submit the Geophysical Survey Work Plan to Agency for review and comment. Field survey must not proceed until Consultant has received written authorization (e-mail) from Agency. Agency shall obtain all required permits from the Agency District Permit Office prior to initiating fieldwork activities.

Geophysical surveys must be conducted using the following, or comparable, equipment:

- GEOMETRICS 858G Cesium Vapor Magnetometer (Magnetic Survey)
- Mala RAMAC Ground Penetrating Radar System with a 250 MHz antenna (GPR Survey)
- Schonstedt GA52 Magnetic Gradiometer
- Aqua-Tronics A6 Pipe & Cable locator
- Heath Sure-lock Pipe & Cable locator
- Geophysical Survey Systems SIR 2000

Measuring wheels may be used for positioning. Magnetic data must be processed and contoured to produce magnetic maps for each survey location. The magnetic maps must be plotted at a contour interval sufficient to detect underground tanks. Where potential underground storage tanks are identified by the magnetic survey, Consultant must conduct ground penetrating radar surveys to assess the size and number of tanks.

The results of the geophysical surveys must be presented in a summary report that describes the survey objectives, site location, equipment used, procedures, and results. The report must include maps showing the locations of magnetic anomalies relative to property boundaries and the project corridor.

4.5 Pre-Permitting Environmental Review

Consultant shall obtain and review existing information, walk the site, and review applicable statutes and regulations. Coordinate and communicate with City regarding environmental tasks and assumptions, verify schedule, and estimate impacts of proposed alternatives. Participate in two (2) environmental meetings for the Project including an environmental kick-off meeting with the City and Project Team to discuss Project design; potential areas of impacts; and avoidance, minimization, and conservation measures.

Consultant shall perform a field visit and conduct a visual inspection/walk-through of the Project API to determine the presence or absence of potential wetlands and waters and their potential connectivity to other waters of the state or United States. Consultant shall prepare a Wetland/Waters Scoping Memorandum that contains documentation of existing site conditions to determine whether on-site features are jurisdictional. If wetlands or waters are to be avoided, Consultant shall label surveyed wetlands as “No Work Zones” on the Project plan sheets. If wetlands or waters cannot be avoided and a Wetland Delineation Report or any permits are necessary due to impacts, an amendment to this contract will be required.

4.6 No Effect Memorandum

Consultant shall review existing database information from the U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and the Oregon Biodiversity Information Center (ORBIC) for information regarding Endangered Species Act (ESA)-listed plant and animal species that may occur within the project study area. The Consultant shall also review the habitat requirements of those ESA-listed species and determine whether suitable habitat is present. The Consultant shall conduct a site visit to document the quality of the habitat and potential for species presence within the project study area. If necessary, the Consultant shall contact biologists from NMFS, USFWS, and the Oregon Department of Fish and Wildlife (ODFW) to discuss habitat conditions within the project study area.

Based on the results of the database review and site visit, the Consultant shall prepare a “No Effect” memorandum that will describe the project, provide a summary of those ESA-listed species potentially found within the study area, and document those species and/or their suitable habitats that will not be affected by the proposed project.

4.7 Utility Coordination and Relocation

Review Utility Data and On-Going Coordination

Consultant shall identify and locate utilities within the Project limits, initiate contacts with utilities, and coordinate relocations needed for construction of the Project. This work includes, but is not limited to, coordinating and collecting utility-provided three-dimensional location of any underground utilities that may conflict with the Project work, and coordinating with the utility owners to resolve those potential conflicts.

Assumptions

- Up to seven (7) franchise and three (3) public utilities may be present within the Project area.
- Anticipated utilities are: AT&T Corp, Clackamas Co DOT, Comcast Cable Comm, City of Wilsonville, Electric Lightwave, Inc., Frontier Communications, MCI, NW Natural, and PGE
- Overhead utilities will be placed underground as part of the project.

Existing utility information gathered will be included in the topographic base map provided in Task 2

Consultant will maintain record of communications with each utility that is determined to have utilities within the Project limits.

Utility Coordination Meetings

Consultant shall schedule, attend and document on-site meetings with potentially affected utilities. Consultant attendance at a maximum of two (2) site meetings is anticipated.

Assumptions

- No utility kickoff meeting will be required
- All seven franchise utilities may require relocation

Notification Letters and Utility Certification

For each utility found in potential conflict with the proposed design, Consultant shall prepare a Utility Conflict Notification Letter informing the affected utility of the potential conflict and the need to relocate/adjust the utility facility and required timing of relocation. Utilities within the Project area that are not affected shall be sent Project Notification Letters to document avoidance.

Consultant shall work with affected utilities to verify a relocation plan that is not in conflict with the Project. Once the Consultant has confirmed the relocation plan with each utility, Consultant shall send a Timing Requirements Letter to each affected utility. When Consultant has made proper arrangements with each utility owner, to either clear the right of way of their utility facilities prior to construction or for relocation to occur during construction so as to not delay the contractor, Consultant shall send confirmation to the City.

Assumptions

- No utility design will be completed under this task.

4.8 Arborist Review and Recommendations

Fieldwork

One site visit to perform Visual Tree Assessment on existing trees measuring 6" and larger in diameter. Collect inventory data including species, diameter, crown radius, general condition and windthrow resistance of individual trees.

Prior to the tree inventory fieldwork, a site plan will be provided depicting the project boundaries and location of individual trees with survey point number labels. Approximately 100 trees will be tagged with survey point numbers by the survey crew. All property access permissions will be arranged by the Client; trees will be reasonably accessible for evaluation.

Data Analysis & Coordination

Develop an Excel spreadsheet containing the tree inventory data and prepare a tree survey mark-up to highlight trees by general condition and include notes regarding preliminary tree plan recommendations and to identify survey discrepancies, if any. Submit data and mark-up. Coordinate with Agency to develop recommendations for tree removal and protection.

Tree Maintenance and Protection Plans

Review site plan iterations at 30%, 60% and 90% Plans and final construction documents in terms of potential impacts to existing trees. Following each review, recommendations to remove or protect existing trees will be updated in the tree inventory data. Prepare and submit tree protection notes to be included on construction documents. Calculate the required mitigation based on proposed tree removal.

Assumptions:

WDC Section 4.600.40.01(C) provides that City utility or road work in easements, rights-of-way or public lands is exempt from tree removal requirements, although mitigation is required on a tree-for-tree basis when trees at least 6" diameter are planned for removal. Therefore, no written arborist report is required; submittals are limited to the tree inventory data in spreadsheet format, site plan review comments when needed and tree protection notes in Word format.

4.9 ODOT Coordination and Approvals

Project work within ODOT right-of-way will require an appropriate approach road permit under OAR, Chapter 734, Division 51 and/or a miscellaneous permit under OAR, Chapter 734, Division 55. Consultant shall coordinate with ODOT per Exhibit A for each listed discipline as follows:

Permanent construction such as bridge piers in the median are anticipated in ODOT right of way. This will necessitate work to protect the pier in the median, such as barrier or cable barrier, as it is within the clear zone. This additional work will trigger roadway, traffic and bridge approvals from ODOT.

Signing -- Consultant shall evaluate if the new bridge obstructs existing I-5 signing. It is not anticipated that existing signing will be affected by the project. No modifications to ODOT signage is included.

Traffic Control – Consultant shall coordinate with ODOT and MCTD to obtain concurrence on the TMP prepared in Task 4.1

Hydraulics – Stormwater design is not anticipated to outfall into ODOT right-of-way or facilities.

Geology and Geotechnical – Consultant shall utilize the report prepared in Task 5 to obtain concurrence on geotechnical aspects of the project that are within or adjacent to ODOT right-of-way.

Environmental – Consultant shall utilize the cultural resource and hazardous material tasks in Task 4 to obtain project clearances from ODOT. Environmental disciplines not scoped in this contract are not anticipated to affect approval.

Erosion Control – City's 1200-CN permit is anticipated to satisfy these requirements.

Signals – No signals are anticipated to be affected or constructed.

Right of way – City staff is acquiring project right-of-way. Effects to or acquisition of ODOT property will be led by the City. Consultant shall support City on design-related questions throughout the acquisition process.

Utilities – No utilities are anticipated to be affected or constructed.

Illumination – All illumination installed will be maintained by the City.

Consultant shall prepare an APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY. Consultant shall submit engineering design plans, with the permit application to the ODOT Project Coordinator. Consultant shall address ODOT's comments on the application and revise the application up to one time.

Consultant shall meet with ODOT at one of their Portland offices up to six times for an initial kickoff meeting, to present at the Mobility Advisory Committee, and to address ODOT comments on the project design or the permit application. Each meeting will be attended by up to three Consultant staff and last up to two hours excluding travel time.

Task 4 Deliverables

- Draft and Final TMP, including freight mobility checklist
- Work Zone Decision Tree, to be submitted as part of Task 10
- Draft and Final Historic Resources Baseline report
- Draft and Final Phase 1 Archaeological Resources report
- Draft and Final HMCS
- Utility Conflict Notification Letters or Project Notification Letters, as appropriate
- Timing Requirements Letters for all affected utilities
- Utility relocation confirmation/certification once coordination is complete
- Tree Inventory Data
- ODOT District Permit Application

Contingency Deliverables

- Draft and Final Work Zone Traffic Analysis memorandum
- Draft Phase and Final 2 Archaeological Resources report
- Site-Specific Work Plan/HASP
- Draft and Final Shoulder Soils Investigation Report
- Draft and Final Geophysical Survey work plan
- Draft and Final Geophysical Survey report

Task 5: Geotechnical Investigation

Consultant shall complete borings, laboratory testing, and engineering analysis to support concept and final design of structures including the bridge, retaining walls, and plaza structural features.

5.1 Field Exploration

Consultant shall perform geotechnical field explorations, laboratory testing, and engineering analyses to support the final design of bridge, retaining walls, pavement sections, and infiltration tests. Consultant shall provide final foundation data sheets for the bridge and retaining walls. Consultant shall develop geotechnical investigation in accordance with ODOT Geotechnical Design Manual.

Prior to beginning the field explorations, the Consultant will Prepare a Field Testing Work Plan showing the proposed exploration locations and outlining the drilling and sampling procedures, preliminary laboratory testing plan, and the traffic control plans for borings located in the roadway. No fieldwork is to be performed, other than initial site reconnaissance, until the work plan is reviewed and approved by the City.

Develop a Field Safety Plan (FSP) for fieldwork and Traffic Control Plans (TCPs), if needed, for borings located in the roadway. Both the FSP and TCPs shall be submitted to the City and approved prior to the start of investigation work. The Traffic Control Plans must address single lane closures for activities associated with drilling exploratory borings from the roadway surface and pavement restoration.

Consultant will perform exploration work in accordance with all Federal, State, and Local regulations. Consultant shall obtain the required County and City permits for signal pole borings within the ROW.

Consultant shall complete a subsurface exploration program that consists of the following:

- I-5 Ped Bridge - Advance a total of three borings to a depth of approximately 75 feet below ground surface (bgs). Borings will be completed with a truck mounted rig. One boring at I-5 median area will be performed during night time. All three boring will require traffic control.
- Retaining Walls - Advance two borings to a depth of approximately 50 feet bgs for retaining wall design. Borings will be completed with a truck mounted rig. Traffic control will be required for these two borings.
- Infiltration Tests – Perform up to 4 hand borings to depths of between 3 and 5 feet bgs at the proposed locations of stormwater facilities to perform the infiltration tests in accordance with the appropriate City standards.

Field explorations will be conducted during daytime and nighttime hours using a truck-mounted drill rig as described above. Drilling will be conducted using mud rotary drilling techniques. Soil samples will be obtained at 2-1/2 foot to 5-foot intervals using either a standard penetration sampler or a thin-walled Shelby tube. No rock coring is anticipated for the project. The borings will be abandoned and backfilled according to Oregon Water Resources Department regulation.

Assumptions:

- The City will negotiate, acquire, and provide all necessary site access and any necessary right of entry permits for the borings located at private properties to the Consultant, based on Consultant's Subsurface Exploration Work Plan.
- The subsurface material is not contaminated, and no testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products.

- Consultant will acquire the necessary ODOT and City ROW permits.
- Signal pole borings are not required for this project.
- The field explorations schedule will be confirmed within one week of approval of the Filed Exploration Work Plan.

5.2 Laboratory Testing

Consultant shall perform laboratory tests on disturbed and undisturbed soil samples obtained from the explorations to characterize the subgrade soils and to develop soil properties for the bridge foundations, retaining walls, and infiltration system design. The laboratory testing program may consist of up to thirty moisture content tests; ten Atterberg limits tests, ten sieve analysis tests, one one-dimensional consolidation test, and two corrosion potential analytical tests.

5.3 Geotechnical Design Analysis

Consultant shall perform analyses of the field and laboratory test data to develop geotechnical design and construction recommendations for bridge and retaining wall. Consultant shall conduct the geotechnical analyses and design in accordance with most current version of the ODOT Geotechnical Design Manual, and AASHTO and FHWA design guidelines. The following engineering items will be analyzed and evaluated:

- ODOT Code-based site-specific Seismic hazard evaluations including ground motions and liquefaction-induced seismic hazards;
- Bridge foundation alternatives and design recommendations; three foundation alternatives including spread footing, driven piles, and drilled shafts will be evaluated; develop the design recommendations for the preferred alternatives including vertical and lateral resistances of the foundations.
- The bridge approach Retaining wall design recommendations including bearing resistance, wall global stability, and lateral resistance design parameters.
- Three Geotechnical Data Sheets (GDS) including one GDS for bridge, and two GDSs for retaining walls.

5.4 Pavement Design

Assumptions:

- City will provide standard pavement section.

5.5 Geotechnical Design Report

Consultant shall prepare a draft geotechnical design report for the project for Agency, and the City to review and comment. A final report will be developed based upon the City review comments. The final design geotechnical report will summarize all field explorations and engineering analyses and provide recommendations for design and construction of the bridge and retaining walls. Consultant will attend one meeting to discuss results and conclusions presented in the draft design report with design team.

Task 5 Deliverables

- Field Exploration Work Plan
- Draft and Final Geotechnical and Draft Geotechnical Data Sheets.

Task 6: Bridge Type, Size, and Location Report

Consultant shall prepare bridge concepts and support public engagement process in selecting the preferred bridge type. Consultant shall prepare a report summarizing the engineering analysis and public engagement process for selecting the preferred bridge type. Consultant shall closely coordinate the bridge concepts and TS&L with the Gateway concepts developed in Task 7.

6.1 Concept Design for Bridge and Retaining Walls

Consultant shall prepare up to three (3) main span(s) bridge type concepts. The approaches to the main span(s) will be a combination of bridge structures and retaining walls. The structure types investigated will be “signature” bridge types with a shallow depth over I-5 such as through arches and cable-supported bridges. Consultant shall complete a qualitative comparative of the bridge type concepts that includes cost, aesthetics, constructability, mobility and overall impacts. Consultant shall summarize this information in a Bridge Concepts Memo. Stock photos of the bridge types evaluated will be included in the memo and made available for Public Meetings. No renderings will be prepared.

Following City review of the Bridge Concepts Memo, the City will select two concepts to advance for Task 6.2.

6.2 Type, Size, and Location Report

Consultant shall advance the design development of the main span structure types selected in Task 6.1. Refinement of the design shall address additional information available and incorporate City comments on the Bridge Concepts Memo. Consultant shall consider up to three different approach configurations at the landing east of Town Center Loop and the landing west of Boones Ferry Road. For each main span bridge and its respective preferred approaches, Consultant shall:

- Complete preliminary design to initially size major bridge components
- Prepare two TS&L level plan sheets: one plan and elevation and one typical section
- Prepare a quantity-based cost estimate
- Develop photo-realistic visualizations
- Refine evaluation of cost, aesthetics, constructability, mobility and overall impacts considered in Task 6.1

Consultant shall prepare a Bridge Type, Size, and Location (TS&L) Report summarizing the initial comparison and the analysis completed as part of this task.

Task 6 Deliverables

- Draft and Final Bridge Concepts Memo
- Draft and Final TS&L Report

Task 7: Gateway Plaza Conceptual Design

Consultant shall prepare up to three plaza concepts and support the public engagement process in selecting the preferred plaza configuration. Consultant shall prepare a report summarizing the analysis and public engagement process for selecting the preferred plaza configuration. Consultant shall closely coordinate the Gateway Plaza concepts with the bridge concepts developed in Task 6. The process for selecting the preferred plaza configuration will include:

Gateway Plaza Design and Coordination Consultant shall convene a half-day team design charrette for the Gateway Plaza using the bridge type selected in Task 6 and to meet the vision and goals of the project.

Draft Gateway Plaza Design Alternatives and Visualizations Consultant will create up to three alternatives for the gateway plaza design and approach, with supporting design examples and visualizations that address approach and plaza size, scale, materiality, orientation, programming needs, and draft public art concepts/themes developed by the artist and Selection Committee, etc. Alternatives will be responsive to the Vision and Goals document generated during Task 3. The City will provide written comments on the alternatives and results from the public engagement process to the design team.

Public art, stormwater, approach and gateway refinement design charrette #2

With understanding of preferred general size, scale, and orientation of plaza and west approach, a second charrette focusing on details of placemaking features will be convened. This half-day charrette will identify preferred locations, scale, and materials for public art and stormwater as combined placemaking features that tell a story about the community and area’s history. The stormwater design team and artist selected in Task 8 will lead aspects of this charrette. The results of the

charrette will inform required changes to the emerging preferred alternative.

Preferred alternative, visualizations, and estimate of probable cost

Consultant will provide drawings that illustrate the project's preferred alternative for the west approach and gateway plaza design. An order of magnitude opinion of probable construction cost will be included with the preferred alternative.

Task 7 Deliverables

- Charrette process graphic, scans of charrette concept graphics
- Plans, sections, visualizations, artist renderings
- PowerPoint presentation

Task 8: Public Art

Consultant shall develop a process to engage the community and incorporate art into the bridge and/or plaza design as an integral part of the overall design.

Public art analysis, incorporation, and acquisition memo

As part of Tasks 3 and 7 Consultant will analyze the range of existing public art in Wilsonville and engage the community to identify potential themes, scales, materials, locations, and related elements appropriate for the new west bridge approach, bridge structure, and gateway plaza design. Consultant shall prepare a summary memo or presentation.

Task 8 Deliverables

- Memorandum on public art analysis, incorporation, and acquisition.

Task 9: Stormwater Analysis

Consultant shall prepare a conceptual stormwater design that complies with local requirements and integrates creative treatment features into the bridge and/or plaza design. Design will reflect the Town Center's Environmental Stewardship goal.

9.1 Conveyance Analysis

Consultant will complete a drainage analysis and flow rate calculations according to the City's design standards. Consultant will delineate the areas of runoff within and tributary to the project area, characterize runoff conditions, discuss existing soil infiltration rates, downstream conveyance capacity, and recommend appropriate stormwater conveyance facilities to address stormwater runoff.

9.2 Alternative Development

MIG will meet with City engineering and maintenance staff to develop a list of BMPs for stormwater management that are acceptable to the City and supported by subsurface geotechnical investigations. Using this list, appropriate BMPs will be applied for each alternative developed by the design team (up to three alternatives); Agency will determine and document overall project drainage requirements based on new and replaced impervious surfaces to meet City requirements and memorialize it in a memo.

- Attend one meeting with City Staff to preapprove BMPs
- Develop up to 3 Green Stormwater Infrastructure (GSI) design alternatives including conceptual level cost estimate
- Attend workshop/public meeting to present alternatives

After meeting with the City and stakeholders a preferred GSI alternative will be selected and developed to a 15% level

- Attend one meeting with the City
- Attend one public meeting/open house to present preferred alternative

9.3 Stormwater Analysis and Report

Consultant will prepare a Storm Drainage Report in accordance with the City of Wilsonville Public Works Standards (2015). Consultant will model GSI components required to meet performance requirements and provide GSI input to the report

Task 9 Deliverables

- List of BMPs, up to 3 alternatives with conceptual level costs, presentation materials
- 15% level plan, presentation materials, conceptual level cost estimate
- GSI modeling and GSI input to Stormwater Management Report

Task 10: Design Documents

Following the completion of Tasks 6 through 9, Consultant shall prepare project plans, specifications and cost estimates for City review. Consultant shall adhere to the concept design decisions from previous tasks and complete detailed design according to applicable standards and the guidance provided in the project's Vision and Goals Document.

Applicable Standards:

- Roadway and path shall use AASHTO design standards, as modified by City and ODOT design standards and standard drawings.
- Traffic control design shall be prepared by Consultant in accordance with ODOT TCP Design Manual, applicable Standard Drawings, and the Manual on Uniform Traffic Control Devices ("MUTCD").
- Bridge and retaining wall design shall use the AASHTO Load and Resistance Factor Design Specifications and the ODOT Bridge Design and Geotechnical Design Manuals to the extent required for ODOT approval.

10.1 30% Design

Consultant shall complete preliminary design and prepare 11" x 17" plan sheets for the preferred alternatives selected in Tasks 6 and 7. Consultant shall prepare a short design narrative documenting the process and decisions leading up to this milestone. Consultant shall prepare an itemized construction cost estimate and an initial construction time estimate.

Bridge and Wall Design

See Task 6.2. Additionally, Consultant shall identify wall type and footprint for up to 1,000 feet of approach retaining walls.

Plaza and Landscape Design

Consultant shall develop an overall landscape site plan of improvements for plaza, planting and irrigation areas.

Path Design

Consultant shall investigate up to three (3) alignment alternatives and prepare an exhibit for each alternative as part of Tasks 6 and 7. Following City selection of a preferred alignment, Consultant shall prepare horizontal and vertical trail alignments, typical sections, drainage details, plan and profile sheets, and standard drawings in accordance with City Standards.

Highway Design

Consultant shall investigate conceptual roadway design for construction of a median bridge pier in the median of Interstate 5. This work will include guardrail, cable barrier and concrete barrier replacement; pavement reconstruction, minor grading, and associated traffic control.

Traffic Control

Consultant shall investigate conceptual temporary traffic control staging that accommodates vehicle, bicycle and pedestrian traffic. Consultant shall prepare a roll map and cross-sections to confirm ODOT and City concurrence with the general traffic control sequencing and staging.

Stormwater Design

Consultant shall design drainage conveyance improvements to City standards and size the drainage system for the affected drainage basins. Consultant shall prepare plans showing the main pipe sizes and locations along with inlets, manholes, and critical grades as appropriate. Consultant shall evaluate and incorporate green stormwater infrastructure (GSI) practices.

Illumination

Consultant shall visit the field to review existing site conditions. Consultant shall provide three pedestrian level bridge lighting options to the City for review. Based on the pedestrian level light selected by the City, AGI lighting analysis will be performed to ensure average light levels, uniformity ratios, and veiling luminance (glare) standards are met per national guidelines (IES RP-8-00) as well as City of Wilsonville standards. Lighting analysis will be done for five specific features of the project: a) the pedestrian bridge, b) I-5 underdeck lighting due new structure; c) Boones Ferry and Town Center Loop due to structure, d) east side plaza area and e) I-5 mainline. Results of this lighting analysis shall be used to determine luminaire spacing, and luminaire wattages. Consultant shall provide narrative to be incorporated into the 30% Design Report. The narrative will summarize the pedestrian light pole, light levels, layout and preliminary cost. The I-5 mainline lighting analysis will evaluate freeway lighting that will be impacted by the proposed structure to make sure adequate lighting is maintained on I-5.

Consultant will also work with City staff to determine architectural lighting desired for the bridge structure and plaza consistent with ideas generated in the Town Center Plan. Consultant will recommend architectural lighting options (up to three architectural lighting options will be provided) such as colored Red/Green/Blue (RGB) LED lighting projection or tubular rail lighting. Consultant will document the architectural lighting options and preliminary costs in a narrative that can be inserted into the design report. Upon request, Consultant will also provide approximate annual maintenance costs for the architectural lighting.

Consultant will coordinate with PGE and meet with them up to one time to provide the estimated power consumption for the pedestrian and architectural lights planned for the bridge. Consultant will coordinate with City and meet with them up to one time to determine the availability of appropriate service cabinet breakers that could be used for the bridge, plaza, or street lighting. Consultant shall coordinate with ODOT to determine their lighting requirements for the underdeck lighting. If there are no breakers available, Consultant will design new service cabinets for lighting components.

Aesthetics Package

Consultant shall prepare a separate document that provides a set of up to three choices for project features such as:

- Bridge, protective screening and approach rails
- Lighting alternatives for architectural, bridge rail, plaza, and street areas
- Coloring and patterns for bridge, wall, and plaza features
- Wayfinding and signing
- Interpretive areas and kiosks
- Visualizations prepared under Task 3.4 will be included

Consultant shall complete quality control and quality assurance according to the their QMP. Consultant shall submit the 30% Design package for City, Metro and ODOT review.

Task 10 Deliverables

- Aesthetics Package
- 30% Design Report, Plans and Estimate
- Respond to and incorporate City comments at each milestone

EXHIBIT B

Summary of Estimate for Services
 OBEC Consulting Engineers, Inc.
 Preliminary Engineering Design
I-5 Pedestrian Bridge: Barber St. to Wilsonville Town Center
Project 0256-0042

Direct Salary Cost

Personnel	Hours	Rate of Pay	Estimated Cost
Practice Area Lead	32	\$ 284.00	\$ 9,088.00
Division Manager 2	529	\$ 235.00	\$ 124,315.00
Engineer 5	764	\$ 149.00	\$ 113,836.00
Engineer 6	441	\$ 176.00	\$ 77,616.00
Engineer 6	555	\$ 176.00	\$ 97,680.00
Engineer 3	185	\$ 124.00	\$ 22,940.00
Project Manager 2	35	\$ 200.00	\$ 7,000.00
Division Manager 1	32	\$ 200.00	\$ 6,400.00
Engineer 5	16	\$ 149.00	\$ 2,384.00
Engineer 5	140	\$ 149.00	\$ 20,860.00
Engineer 2	380	\$ 103.00	\$ 39,140.00
Engineer 2	48	\$ 103.00	\$ 4,944.00
Engineer 5	48	\$ 149.00	\$ 7,152.00
Sr. CAD Drafter	300	\$ 124.00	\$ 37,200.00
CAD Drafter 4	188	\$ 103.00	\$ 19,364.00
Sr. Environmental Specialist	36	\$ 137.00	\$ 4,932.00
Environmental Specialist 2	40	\$ 103.00	\$ 4,120.00
Division Manager 1	7	\$ 200.00	\$ 1,400.00
Project Surveyor	263	\$ 137.00	\$ 36,031.00
Survey Tech 3	214	\$ 103.00	\$ 22,042.00
Survey Tech 2	182	\$ 87.00	\$ 15,834.00
Survey Tech 1	195	\$ 64.00	\$ 12,480.00
Project Surveyor-Team Lead	54	\$ 149.00	\$ 8,046.00
Admin Assistant 2	402	\$ 76.00	\$ 30,552.00
Total OBEC Hours	5,086		

OBEC Total Labor =	\$ 725,356.00
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Direct Nonsalary Costs

a. Mileage	\$ 1,632.70	
b. Travel and Per Diem	\$ -	
c. Reproduction Expenses	\$ -	
d. Equipment Rental	\$ -	
e. Communications	\$ -	
f. Surveying Supplies & Expenses	\$ 3,650.00	
g. Miscellaneous Office Expense	\$ -	
h. Plotter Copies	\$ -	
i. Other	\$ -	\$ 5,282.70
j. Outside Consultants		

Non-Contingency Total		
MIG	\$305,010.00	23.2%
JIRI	\$60,750.00	4.6%
DKS	\$60,890.00	4.6%
S&W	\$111,817.90	8.5%
AINW	\$20,368.52	1.6%
AKANA	\$16,770.88	1.3%
Morgan Holan	\$7,000.00	0.5%

Total Estimate: \$ 1,313,246.00

NON-CONTINGENCY TOTAL NOT TO EXCEED =	\$ 1,313,246.00
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Summary of Estimate for Services
 OBEC Consulting Engineers, Inc.
 Preliminary Engineering Design
I-5 Pedestrian Bridge: Barber St. to Wilsonville Town Center
Project 0256-0042

Contingency Total	
OBEC Consulting Engineers	\$11,388.00
MIG	\$0.00
JIRI	\$0.00
DKS	\$8,850.00
S&W	\$25,705.20
AINW	\$25,403.66
AKANA	\$0.00
Morgan Holan	\$0.00

CONTINGENCY ESTIMATE =	\$ 71,346.86
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Base + Contingency Total		
OBEC Consulting Engineers	\$742,026.70	\$742,026.70
MIG	\$305,010.00	\$305,010.00
JIRI	\$60,750.00	\$60,750.00
DKS	\$69,740.00	\$69,740.00
S&W	\$137,523.10	\$137,523.10
AINW	\$45,772.18	\$45,772.18
AKANA	\$16,770.88	\$16,770.88
Morgan Holan	\$7,000.00	\$7,000.00

TOTAL w/ Contingencies NOT TO EXCEED =	\$ 1,384,592.86
	\$ 1,384,592.86

I-5 Pedestrian Bridge: Barber St. to Wilsonville

OBEC Consulting Engineers

	OBEC	JIRI	MIG	DKS	S&W	AINW	AKANA	MHA
Task 1 Project Management								
1.1 Project Management and Coordination	\$ 136,425	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,425
1.2 Project Meetings	\$ 26,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,792
1.3 Quality Control	\$ 30,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,260
Cost/Task	\$193,477	\$0	\$0	\$0	\$0	\$0	\$0	\$193,477
Task 2 Survey								
2.1 Horizontal & Vertical Control	\$ 10,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,334
2.2 Location Survey, Base Map, and Digital	\$ 27,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,063
2.3 Horizontal Control, Monument Recovery	\$ 30,071	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,071
2.4 Right of Way Base Map	\$ 12,234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,234
2.5 Descriptions and Exhibit Maps	\$ 12,698	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,698
2.6 Staking for Acquisition	\$ 3,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,737
Cost/Task	\$96,137	\$0	\$0	\$0	\$0	\$0	\$0	\$96,137
Task 3 Public Engagement								
3.1 Vision and Goals Document	\$ -	\$ -	\$ 3,220	\$ -	\$ -	\$ -	\$ -	\$ 3,220
3.2 Public Engagement Plan	\$ 2,132	\$ -	\$ 3,800	\$ -	\$ -	\$ -	\$ -	\$ 5,932
3.3 Public Information Materials	\$ -	\$ -	\$ 19,610	\$ -	\$ -	\$ -	\$ -	\$ 19,610
3.4 Stakeholder Meetings	\$ 4,700	\$ -	\$ 6,250	\$ -	\$ -	\$ -	\$ -	\$ 10,950
3.5 Public Kickoff, Online Surveys and City	\$ 14,668	\$ -	\$ 39,030	\$ -	\$ -	\$ -	\$ -	\$ 53,698
3.6 Planning Commission and City Council	\$ 8,838	\$ -	\$ 12,600	\$ -	\$ -	\$ -	\$ -	\$ 21,438
Cost/Task	\$30,338	\$0	\$84,510	\$0	\$0	\$0	\$0	\$114,848
Task 4 Environmental Documentation & Perm								
4.1 Transportation Management Plan (TMP)	\$ -	\$ -	\$ -	\$ 16,850	\$ -	\$ -	\$ -	\$ 16,850
4.2 Historic Baseline Report	\$ -	\$ -	\$ -	\$ 11,600	\$ -	\$ 5,703	\$ -	\$ 17,303
4.3 Phase I Archaeology Report	\$ 3,776	\$ -	\$ -	\$ -	\$ -	\$ 14,445	\$ -	\$ 18,221
4.4 Environmental Site Assessment, Phase 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.4.1 Hazardous Materials Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ 9,030	\$ -	\$ -	\$ 9,030
4.5 Pre-Permitting Environmental Review	\$ 7,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,640
4.6 No Effect Memorandum	\$ 4,728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,728
4.7 Utility Coordination and Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,771	\$ 16,771
4.8 Arborist Review and Recommendations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,900
4.9 ODOT Coordination and Approvals	\$ 34,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,644
Cost/Task	\$50,788	\$0	\$1	\$28,450	\$9,030	\$20,148	\$16,771	\$132,087

CONTINGENCY TASKS										
C4	Environmental Documentation & Permitting									
C4.1.1	I-5 Closure and Detour Traffic Analysis (CONTINGEN	16					64			
C4.3.1	Phase 2 Archaeology Fieldwork and Report (CONTIN	20						98	251	
C4.4.2	Shoulder Soil Investigation (CONTINGENCY TASK)	20						44		
C4.4.3	Geophysical Survey (CONTINGENCY TASK)	20								
	Contingency Task Subtotal	76				64	142	251		
	Cost/Task	\$11,388.00				\$8,850.00	\$19,780.00	\$24,080.66		
C11.0	Public Art Implementation (RESERVED)									
	Contingency Task Subtotal	0		0					0	0
	Cost/Task	\$0.00		\$0.00					\$0.00	\$0.00
C12.0	Final Construction Documents									
	Contingency Task Subtotal	0		0		0	0	0	0	0
	Cost/Task	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C13.0	Bidding Assistance									
	Contingency Task Subtotal	0		0		0	0	0	0	0
	Cost/Task	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Task C6.0 Bridge Type, Size, and Location Report									
6.7	Geotechnical Retaining Wall Investigation and Recommendations									
	Contingency Task Subtotal									
	Cost/Task									
	Task C7.0 Gateway Plaza Conceptual Design									
7.3	Bridge Girder Delivery Traffic Control Plans									
	Contingency Task Subtotal									
	Cost/Task									
	Task C8.0 Public Art									
8.7	Preliminary Retaining Wall Design									
	Contingency Task Subtotal									
	Cost/Task									
	Task C9.0 95% Design									
9.6	Retaining Wall Design									
	Contingency Task Subtotal									
	Cost/Task									
	Task C12 Extra Work									
C12.1	Extra Work [Contingency]									
C12.1	Extra Work [Contingency]									
	Contingency Task Subtotal									
	Cost/Task									
	TOTAL CONTINGENCY DESIGN HOURS	76		0		0	64	142	251	0
	Total Labor Estimate	\$11,388.00		\$0.00		\$8,850.00	\$19,780.00	\$24,080.66	\$0.00	\$0.00

\$64,098.66