



Home of the Tualatin River National Wildlife Refuge

URBAN RENEWAL AGENCY MEETING PACKET

FOR

Tuesday, July 18, 2023

**Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon**

URA Board of Directors Meeting
(Following the 7:00 pm City Council Regular Meeting)

This meeting will be live streamed at
<https://www.youtube.com/user/CityofSherwood>

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING AGENDA**

**Tuesday, July 18, 2023
(Following the 7:00 pm City Council Meeting)**

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URA BOARD MEETING

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT AGENDA

- A. Approval of June 20, 2023 URA Board Meeting Minutes (Sylvia Murphy, Agency Recorder)**
- B. URA Resolution 2023-009, Authorizing the Sherwood Urban Renewal Agency Manager to sign a Professional Services Contract with KPFF Consulting Engineers for Construction Administration, Construction Engineering, and Inspection (CA-CE-I) Services on the Highway 99W Pedestrian Overcrossing Project (Jason Water, City Engineer)**

4. ADJOURN

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING MINUTES
Tuesday, June 20, 2023**

**City of Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon 97140**

URA BOARD REGULAR SESSION

- 1. CALL TO ORDER:** Chair Rosener called the meeting to order at 8:30 pm.
- 2. BOARD PRESENT:** Chair Tim Rosener, Vice Chair Keith Mays, Board Members Kim Young, Doug Scott, Renee Brouse, and Taylor Giles. Dan Standke was absent.
- 3. STAFF AND LEGAL COUNSEL PRESENT:** City Manager Keith Campbell, Legal Counsel Emily Matasar, IT Director Brad Crawford, Public Works Director Craig Sheldon, Police Chief Ty Hanlon, Community Services Director Kristen Switzer, Finance Director David Bodway, and City Recorder Sylvia Murphy.
- 4. CONSENT AGENDA**
 - A. Approval of May 16, 2023 URA Board Meeting Minutes**
 - B. URA Resolution 2023-006, Original URA Transferring budget expenditure appropriations between categories for fiscal year 2022-23**
 - C. URA Resolution 2023-007, 2021 URA Transferring budget expenditure appropriations between categories for fiscal year 2022-23**

MOTION: FROM RENEE BROUSE TO APPROVE THE CONSENT AGENDA. SECONDED BY KIM YOUNG. MOTION PASSED 6:0. ALL PRESENT MEMBERS VOTED IN FAVOR (DAN STANDKE WAS ABSENT).

Chair Rosener addressed the next agenda item and the City Recorder read aloud the public hearings statement.

5. PUBLIC HEARINGS

- A. URA Resolution 2023-008, Adopting the FY2023-24 budget of the City of Sherwood 2021 Urban Renewal Agency, making appropriations, imposing and categorizing taxes, and authorizing the Agency Manager to take such action necessary to carry out the adopted budget**

Finance Director David Bodway stated that this resolution pertained to the newer URA and recapped that the URA Budget Committee had received the budget message, reviewed the proposed budget, heard public comment, and approved the proposed budget on June 1st. He stated that the final step in the process was to hold a final public hearing on the proposed resolution and to then adopt the Fiscal

Year 2023-24 budget for the 2001 URA. Mr. Bodway asked for discussion or questions from the Board. Chair Rosener opened the public hearing portion of the meeting and asked for comment or discussion on the proposed resolution. Vice Chair Mays commented that he was excited to have the new 2021 URA and explained that this demonstrated how Sherwood utilized its urban renewal authority that was authorized by the state. Chair Rosener opened the public hearing and asked for public comment. Hearing none, Chair Rosener closed the public hearing and asked for discussion or motion from the Board. With no further comments or discussion, the following motion was stated.

MOTION: FROM KIM YOUNG TO APPROVE URA RESOLUTION 2023-008, ADOPTING THE FY2023-24 BUDGET OF THE CITY OF SHERWOOD 2021 URBAN RENEWAL AGENCY, MAKING APPROPRIATIONS, IMPOSING AND CATEGORIZING TAXES, AND AUTHORIZING THE AGENCY MANAGER TO TAKE SUCH ACTION NECESSARY TO CARRY OUT THE ADOPTED BUDGET. SECONDED BY RENEE BROUSE. MOTION PASSED 6:0. ALL PRESENT MEMBERS VOTED IN FAVOR (DAN STANDKE WAS ABSENT).

6. ADJOURN

Chair Rosener adjourned the meeting at 8:35 pm.

Attest:

Sylvia Murphy, MMC, Agency Recorder

Tim Rosener, Chair

Agenda Item: Consent Agenda

TO: Sherwood Urban Renewal Agency Board of Directors

FROM: Jason Waters P.E., City Engineer
Through: Keith D. Campbell, Agency Manager, Craig Sheldon, Public Works Director and Ryan Adams, City Attorney

SUBJECT: **URA Resolution 2023-009, Authorizing the Sherwood Urban Renewal Agency Manager to sign a Professional Services Contract with KPFF Consulting Engineers for Construction Administration, Construction Engineering, and Inspection (CA-CE-I) Services on the Highway 99W Pedestrian Overcrossing Project**

Issue:

Shall the Sherwood Urban Renewal Agency authorize the Agency Manager to sign a Professional Services Contract with KPFF Consulting Engineers for Construction Administration, Construction Engineering, and Inspection services on the Highway 99W Pedestrian Overcrossing Project?

Background:

The Highway 99W Pedestrian Overcrossing Project is the top priority project listed in the 2021 URA Plan and the agency has invested a significant amount of effort and funds into the project. In 2021, the agency awarded the initial design contract and the subsequent final design contract to KPFF via Resolution 2021-089 and 2022-058 respectively.

On larger CIP projects (>\$4M-\$5M base-bid construction) the construction administration, construction engineering, and daily inspection service contracts are traditionally extended to the full-service consulting firm hired to prepare the stamped engineering plans, for example on the federally funded Cedar Creek Trail project ODOT extended the Construction Administration, Construction Engineering, and Inspection (CA-CE-I) services contract to the design engineer-of-record, Jacobs Engineering, Inc., although those services were rendered at approximately 23% of the total \$6.078 million construction cost compared to only 13% of the total (estimated) construction cost for the current CA-CE-I services contract proposed by KPFF, which is reasonable considering the complexities and special inspections required for this project.

Following the issuance of the notice-to-proceed with the work summarized in this contract, the consultant's construction management & inspection team will begin preparing documents for the project concurrently with the bidding process to ensure a seamless transition to the construction phase this fall. The project is anticipated to first be advertised for construction bids in the DJC in late August 2023 with a 4-5 weeklong bid period and the bid opening in September. Assuming no protests or other unforeseen issues, City staff anticipates awarding a construction contract to the low-bid contractor in mid-October, issuing the Notice-to-Proceed (NTP) w/ construction by November 1st and the contractor mobilizing sometime in the month of November. The design consultant currently anticipates construction taking approximately 20-months after the NTP to get to substantial completion, or by the end of June 2025.

Financial Impacts:

The associated fee submitted by KPFF Consulting Engineers to perform the services defined in the Scope of Work is \$2,222,188.00. Staff is recommending that a contingency amount of \$222,218.80 (10% of the Professional Services Contract amount) be authorized for use by the Agency Manager via the Contract Change Order approval process for unforeseen conditions which need to be addressed during construction. The total proposed expenditures approved by this Resolution is \$2,444,406.80 and will be funded from the URA funds established by Ordinance 2021-005 and additional state or other funding sources as described in the annual URA & City budgets and in the adopted CIP plan. Approximately 40% of the total expenditures will occur in the current fiscal year (FY 23-24) and the remaining 60% in the pending fiscal year (FY 23-24), and this contract is well under the current total project budget allocated to the overall pedestrian bridge project in FY 23-24 (\$9,125,000) and FY 24-25 (\$10,465,000).

Recommendation:

Staff respectfully recommends Sherwood Urban Renewal Agency approval of URA Resolution 2023-009, Authorizing the Sherwood Urban Renewal Agency Manager to sign a Professional Services Contract with KPFF Consulting Engineers for Construction Administration, Construction Engineering, and Inspection (CA-CE-I) Services on the Highway 99W Pedestrian Overcrossing Project.



URA RESOLUTION 2023-009

AUTHORIZING THE URBAN RENEWAL AGENCY MANAGER TO SIGN A PROFESSIONAL SERVICES CONTRACT WITH KPFF CONSULTING ENGINEERS FOR CONSTRUCTION ADMINISTRATION, CONSTRUCTION ENGINEERING, AND INSPECTION (CA-CE-I) SERVICES ON THE HIGHWAY 99W PEDESTRIAN OVERCROSSING PROJECT

WHEREAS, the Highway 99W Pedestrian Overcrossing Project is listed in the 2021 Urban Renewal Agency (URA) Plan (Ordinance 2021-005, Section II.A.1, Page 10 of 57), the 1-Year/2-Year Capital Improvement Plan (CIP Project P-49), and the Transportation Development Tax (TDT) Project List (TDT Project ID No.: 4031) and is a very high-priority project for the agency and city; and

WHEREAS, in May of 2021, City staff issued a Request for Proposals (RFPs) through the Daily Journal of Commerce (DJC) for a full-service consulting firm to deliver the project and through that process KPFF was awarded initial design (Resolution 2021-089) and final design contracts (Resolution 2022-058); and

WHEREAS, the tasks in the current design contract end with the bid opening and this CA-CE-I contract needs to be executed early, prior to soliciting construction bids, so the consultant can continue transitioning the project into the construction phase without delay; and

WHEREAS, for a complex project of this nature with multiple bridge structures, owner quality assurance (QA) inspections, and to ensure continuity between the design and construction phases, the agency feels it is appropriate for the Construction Administration, Construction Engineering, and Inspection (CA-CE-I) to be performed by the lead design consultant, KPFF Consulting Engineers, who is qualified to perform the work; and

WHEREAS, under ORS 279C.115 - Direct contracts for services of consultants:

- (1) *As used in this section, "consultant" means an architect, engineer, photogrammetrist, transportation planner or land surveyor.*
- (2) *A contracting agency may enter into a contract for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services directly with a consultant if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under rules adopted under ORS 279A.065 and the new contract is a continuation of the project.*
- (3) *A contracting agency may adopt criteria; and*

WHEREAS, the proposed Construction Administration, Construction Engineering, and Inspection (CA-CEI) services consist of work that has been substantially described, planned or otherwise studied or rendered in previous contracts with KPFF Consulting Engineers awarded under rules adopted under ORS 279A.065 and the new contract is a continuation the same project and the agency determines it to be in the public's best interest to award this contract to KPFF; and

WHEREAS, KPFF Consulting Engineers has developed a scope-of-work and an associated not-to-exceed fee amount of \$2,222,188.00 required to complete all Construction Administration, Construction Engineering, and Inspection services on-behalf of the agency and City staff during construction; and

WHEREAS, staff recommends authorizing a 10% contingency of the associated not-to-exceed fee amount, or \$222,218.80 to be authorized for use by the Agency Manager via the Contract Change Order approval process, for unforeseen conditions, and to resolve issues that arise during construction; and

WHEREAS, the total amount authorized for expenditure over the current and pending fiscal years by this resolution is \$2,444,406.80 with funding authorized annually with adoption of the agency's budget and per the adopted CIP plan.

NOW, THEREFORE, THE SHERWOOD URBAN RENEWAL AGENCY BOARD RESOLVES AS FOLLOWS:

Section 1. The Agency Manager is hereby authorized to sign a Professional Services Contract with KPFF Consulting Engineers for Construction Administration, Construction Engineering, and Inspection (CA-CE-I) services during construction of the Highway 99W Pedestrian Overcrossing in a form substantially similar to the attached Exhibit A.

Section 2. The Professional Services Contract with KPFF Consulting Engineers shall be in the amount of \$2,222,188.00, in conformance with a fee schedule in a form substantially similar to the attached Exhibit B.

Section 3. The Agency Manager is hereby authorized to amend the Professional Services Contract with KPFF Consulting Engineers up to a Contingency Amount of \$222,218.80 (10% of the Original Contract Amount) via the Contract Change Order approval process.

Section 4. This Resolution shall be effective upon its approval and adoption.

Duly passed by the Urban Renewal Agency Board this 18th day of July 2023.

Tim Rosener, Chair

Attest:

Sylvia Murphy, MMC, Agency Recorder



Home of the Tualatin River National Wildlife Refuge

Sherwood Urban Renewal Agency

22560 SW Pine St.
Sherwood, OR 97140
503-625-4200 (main)
503-625-0629 (fax)

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME:	Hwy 99W Pedestrian Crossing Construction CA-CEI Services		
CONTRACT PARTIES:	Sherwood Urban Renewal Agency [hereafter called URA]	and	KPFF Consulting Engineers [hereafter called Consultant]
URA PROJECT MANAGER:	Jason Waters, P.E., City Engineer		
ACCOUNT #:	7010	FUND #:	97
DEPT:	34	JOB #:	234
VENDOR #:	V0925	URA RES:	2023-0__
PHASE:	Construction		

SCOPE of WORK: Attached as Exhibit A **FEE SCHEDULE:** Attached as Exhibit B

SCHEDULE of WORK: effective date: July 18th, 2023 expiration date: December 31st, 2025

PAYMENT: URA agrees to pay Consultant based on the Fee Schedule an amount not to exceed **\$2,222,188.00** for the Scope of Work.

A performance bond in the amount of the maximum contract payment amount set forth immediately above, and a payment bond in the amount of 50% of the performance bond amount, are are not required for this Contract.

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM:	KPFF Consulting Engineers	TAX ID #:	91-0755897
ADDRESS:	111 SW Fifth Avenue, #2600, Portland, OR 97204		
VOICE:	503-250-1629	EMAIL:	curt.vanderzanden@kpff.com
CONTACT:	Curt Vanderzanden P.E.	TITLE:	Principal/Project Manager

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-6 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONSULTANT: _____
signature _____ date _____

URA APPROVALS (consult the URA's Delegation of Contracting Authority policy for requirements)

PROJECT MANAGER: _____
signature _____ date _____

DEPARTMENT DIRECTOR: _____
signature _____ date _____

FINANCE DIRECTOR: _____
signature _____ date _____

URA MANAGER: _____
signature _____ date _____

URA ATTORNEY
Approved as to Form: _____
signature _____ date _____

STANDARD CONTRACT PROVISIONS

(These provisions not to be altered without approval of the URA Attorney.)

1. Access to Records

The Consultant shall maintain, and the Sherwood Urban Renewal Agency ("URA") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the URA.

2. Audits

- (a) The URA, either directly or through a designated representative, at URA's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the URA. If the payments to the Consultant were in excess of the amount to which the Consultant was entitled by five percent (5%) or more, then Consultant shall additionally repay to the URA the reasonable costs of the audit performed under subsection 2(a).
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the URA may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. Payments

URA agrees to pay Consultant based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Consultant shall submit detailed written invoices to URA for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, URA shall submit payment to Consultant or shall notify Consultant in writing of any dispute with regard to such invoice.

5. Early Termination of Contract

- (a) The URA and the Consultant, by mutual written agreement, may terminate this Contract at any time.
- (b) The URA, by written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.
- (c) URA may terminate this Contract by written notice to Consultant, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:
 - (1) URA fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Consultant's work;
 - (2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or URA is prohibited from paying for such work from the planned funding source;
 - (3) Consultant no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Consultant to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Consultant no longer meets requirements for such license or certificate.
 - (4) URA determines, in its sole discretion, that Consultant has violated section 25, **Information Technology**.
- (d) Either the URA or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- (e) Upon receiving a written notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless URA expressly directs otherwise in such notice. Upon termination of this Contract, Consultant shall deliver to URA all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

6. Payment on Early Termination

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the URA shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the Consultant due to a breach by the URA, the URA shall pay the Consultant as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the URA due to a breach by the Consultant, the URA shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination, all of the Consultant's work product will become and remain property of the URA.

7. Remedies

- (a) In the event of termination under subsection 5(d), **Early Termination of Contract**, hereof, by the URA due to a breach by the Consultant, the URA may complete the work itself, by contract with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the URA the amount of the reasonable excess.
- (b) The remedies provided to the URA under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The URA also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the URA, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(d), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the URA. Notwithstanding URA approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the URA shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Consultant further agrees that Consultant will be solely responsible for ensuring any sub-consultants fully comply with the terms of this Contract, and that Consultant will be solely liable for actions or omissions of sub-consultants under this Contract.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Standard of Care

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. URA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Contract. Consultant represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Consultant's work by URA will not operate as a waiver or release.

Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall defend, indemnify, and hold harmless URA and its officers, agents, volunteers, and employees, and the City of Sherwood and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses (including attorney's fees and witness costs at both trial and on appeal, whether or not a trial or appeal ever takes place, including any hearing before federal or state administrative agencies) arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from, attributable in whole or in part to, or in any way connected with Consultant's and Consultant's officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing this Contract, to the fullest extent permitted by law, and except to the extent otherwise void or unenforceable under ORS 30.140. Consultant's activities are deemed to include those of subcontractors. The URA and the City may, at any time at their respective elections, assume their respective own defenses and settlements in the event that they respectively determine that Contractor is not adequately defending the URA's or City's interests, or that an important governmental principle is at issue, or that it is in the best interests of the URA or City to do so. If any aspect of this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification.

This section will survive the termination or revocation of this Contract, regardless of cause.

11. Insurance

Consultant shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Consultant, the URA, its Board Members, officers, agents, volunteers, and employees, and the City of Sherwood, its Councilors, officers, agents, volunteers, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such insurance shall name the URA and City as an additional insured. Consultant, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who 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. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident shall be included. Consultant shall obtain at its expense and maintain for the term of this contract, professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's errors, negligent acts, omissions, activities or services, in an amount not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate limit not less than \$2,000,000. Such insurance shall be endorsed to include contractual liability. If Consultant obtains professional errors and omissions liability insurance on a claims made form, Consultant shall maintain three (3) years of tail coverage for the three (3) years after the accepted completion of the Contract by the URA. All policies will provide for not less than thirty (30) calendar days' written notice to the URA before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Consultant shall furnish the URA certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract. Additionally, if Consultant is subject to the professional errors and omissions liability insurance tail coverage requirement under this section, Consultant shall furnish the URA, upon the accepted completion of the Contract by the URA, a certificate of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance meeting said requirement.

12. Ownership of Work Product

All work products of the Consultant, which result from this Contract, are the exclusive property of the URA; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

13. Nondiscrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

14. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the URA to enforce any provision of this Contract shall not constitute a waiver by the URA of that or any other provision.

17. Errors

The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

18. Governing Law; Forum

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

19. Amendments

The URA and the Consultant may amend this Contract at any time only by written amendment executed by the URA and the Consultant.

20. License

Prior to beginning work under this Contract, the Consultant shall provide a professional registration number in the space provided on page one of this Contract, if required by the URA.

21. Payment to Vendors and Sub-consultants

Consultant must promptly pay any persons supplying services, material, or equipment to Consultant in its performance of the work under this Contract. Consultant shall not take or fail to take any action in a manner that causes the URA or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the URA's prior written consent.

22. Exhibits

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

List of Exhibits

Exhibit A – Scope of Work
Exhibit B – Fee Schedule

23. Merger Clause

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

24. Mediation

- (a) Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- (b) The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

25. Information Technology

If Consultant access to URA's information technology systems is necessary for the performance of this Contract:

- (a) Consultant agrees to sign and be bound by the terms of the URA's then-current Contractor Security Policy, as it may be amended by URA from time to time during the course of this Contract.
- (b) Consultant shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Consultant's employees and/or subcontractors as is reasonably practical; and will provide URA with the names of all such employees and/or subcontractors who will be provided such information;
- (c) Consultant will not attempt to access any URA information technology resources beyond those necessary for performance of this Contract; and
- (d) Consultant will be solely liable for any damages to URA's information technology systems, data breaches, and any other losses or damages relating to Consultant's access to URA's information technology systems.

26. Notice

Any notice required to be provided to URA under this Contract shall be provided to the URA Project Manager specified on the cover page of this Contract at the address for the URA specified on the cover page of this Contract. Any notices required to be provided to Consultant under this Contract shall be provided to the Consultant Contact specified on the cover page of this Contract at the address for the Consultant specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.

27. Miscellaneous Terms

- (a) Consultant Identification. Consultant shall furnish to URA Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- (b) Duty to Inform. Consultant shall give prompt written notice to URA if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by URA. Any delay or failure on the part of URA to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of URA's rights.
- (c) Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.

- (f) Conflict of Interest. Except with URA's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. URA and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. The City of Sherwood is an intended beneficiary of the terms of this Contract.

28. **Statutory Provisions**

- (a) As provided by ORS 279B.220, Consultant shall:
- (1) Make payment promptly, as due, to all persons supplying to Consultant labor or material for the performance of the work provided for in this Contract.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of this Contract.
 - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (b) As provided by ORS 279B.230, Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Consultant may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Consultant violates this subsection, URA may regard the violation as a breach of contract that permits the URA to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As required by ORS 279B.235:
- i. Consultant's employees shall be paid at least time and a half for all overtime worked, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. Consultant must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 - ii. Consultant must comply with ORS 652.220 and shall not unlawfully discriminate against any of Consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Consultant's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles URA to terminate this Contract for cause.
 - iii. Consultant may not prohibit any of Consultant's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Consultant may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

[SIGNATURES ON COVER PAGE TO CONTRACT]

May 1, 2023
Revised June 10, 2023
Proposed Scope of Work

City of Sherwood
Highway 99W Pedestrian Bridge
Construction Administration (CA) / Construction Engineering and Inspection
(CEI) Services

PROJECT DESCRIPTION

The Highway 99W bridge in the City of Sherwood will be an approximately 700-foot long steel and concrete framed pedestrian bridge crossing Highway 99W and associated infrastructure. The project is expected to be constructed in one construction phase.

PROJECT OBJECTIVES

This proposal provides CA/CEI services to the City of Sherwood for this project as an amendment to our current contract covering Final Engineering.

ANTICIPATED SCHEDULE

We understand that the City of Sherwood intends to begin construction of the bridge in Fall 2023, and we anticipate an 18-month construction schedule and an additional 3 months for project closeout.

PROJECT TEAM

The project team includes:

- City of Sherwood (Owner)
- KPFF Consulting Engineers (Prime Consultant) – Construction Support Services, Construction Management, Structural Steel Inspection
- KPFF will be supported by the following sub-consultant team member firms:
 - **GRI** will provide Geotechnical Inspection and Testing.
 - **ACMS** will provide on-site daily construction observation in addition to Rebar and Concrete inspection and testing through a third-party testing and inspection agency.
 - **Carlson Testing Inc.** will provide Rebar and Concrete inspection and testing.
 - **JLA** will provide public involvement services.
 - **GreenWorks PC** will provide landscape architecture services.
 - **DKS** will provide traffic engineering and lighting design services.
 - **Architectural Applications P.C.** will provide bridge architecture design services.
 - **Biella Lighting** will provide architectural lighting design services.

AGENCY RESPONSIBILITIES

The City of Sherwood (Agency) has the authority to review and accept or recommend Acceptance of all Consultant deliverables. The Agency Project Manager (APM) may distribute deliverables to appropriate Agency personnel for review and approval.

Agency has overall authority over the scope, schedule and budget of the Project. All construction Change Orders prepared by the Consultant are subject to Agency review and approval prior to implementation by the construction contractor (CC).

Agency is responsible for the following:

- Execution of Intergovernmental Agreements (“IGAs”) related to the Project.
- Attending Pre-Construction Conference.
- Approving construction CCOs.
- Reviewing and processing monthly pay estimates for the construction contract.
- Final Project Acceptance.
- Providing access to Agency-owned Right of Way (“ROW”) and easements.
- Performing periodic quality, and quantity documentation reviews.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT OF CA/CEI SERVICES

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant’s team in conformance with all applicable CA/CEI Services requirements and the Project’s goals and objectives. The Consultant shall monitor the progress of the Project and CA/CEI Services.

SUBTASK 1.1 - Coordination

Consultant shall provide leadership, direction and control of these CA/CEI Services. Consultant shall:

- Direct Consultant’s team with regard to overall CA/CEI activities and team meetings.
- Maintain liaison, communication and coordination between Consultant’s staff, agency project manager, CC and Agency staff to facilitate timely, efficient operations.

Deliverables:

- Ongoing coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task).

SUBTASK 1.2 - Status Reports and Invoices

Consultant shall prepare up to 21 Monthly Status Reports throughout the duration of the CA/CEI Services.

The Monthly Status Report will:

- Describe the previous month's Consultant activities.
- Describe the planned activities for the next month.
- Identify issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget.

If the construction Project Schedule Milestones are significantly revised, the Consultant shall attach the updated Project schedule and submit it with the Monthly Status Report. Consultant shall submit the Monthly Status Reports to Agency PM with the monthly Consultant invoice.

Deliverables:

- Monthly Status Report - Submitted to Agency PM with the monthly invoice.

TASK 2: CONSTRUCTION MANAGEMENT SERVICES

KPFF will provide construction management during the bid and construction phases, including the following subtasks.

SUBTASK 2.1 Pre-Bid and Pre-Con

- KPFF will develop an agenda, invite potential contractors, and facilitate the pre-bid meeting. KPFF will attend the bid opening.
- Following the execution of a construction contract with the successful bidder, KPFF will facilitate a virtual pre-construction meeting. KPFF will provide a Zoom link and will send invitations to attendees. KPFF will assist in preparing the list of attendees, attend and facilitate the pre-construction meeting and prepare and distribute meeting minutes to the stakeholders.
- Prepare and submit a PM/CM Plan for the City.
- Prepare a project risk register.

Deliverables:

- Agendas, attendee lists and minutes for two meetings.
- PM/CM Plan.
- Project risk register.

SUBTASK 2.2 Contract Administration

- Provide Construction Management and a point of contact for the Owner and Contractor.
- Provide interpretation of the plans and contract provisions and verify Contractor's conformance with these documents, in conjunction with the design team as necessary to support the scope described below.
- Review and monitor the Contractor's construction plan/schedule and track contract working days with respect to contract requirements and changes.
- Facilitate communications and maintain an accurate record of correspondence with the City of Sherwood, Contractors and stakeholders. KPFF will prepare and distribute

correspondence to the City of Sherwood, the Contractor, and the design team, as needed.

- Develop project tracking logs specific to this contract.

Deliverables:

- Project tracking logs.

SUBTASK 2.3 Document Management

KPFF shall maintain the construction project filing system through the use of VPO (“Virtual Project Office”). This task includes maintenance of an electronic log of all correspondence, submittals, and other project documentation, maintenance and management of all hard copy document files, preparation of documents for electronic archiving, including scanning and indexing, at the close of the Project, maintaining and distributing tracking and monitoring logs, and VPO training for all project personnel.

Deliverables:

- Document tracking logs.

SUBTASK 2.4 Weekly Progress Meetings

Prepare agenda and facilitate weekly on site construction meetings with the Contractor. Meetings may be virtual if agreed upon by owner and contractor on a case by case basis. Facilitate schedule updates from the Contractor, tracking against contract milestones. Prepare and distribute the meeting minutes to Owner, Contractor, and stakeholders.

Deliverables:

- Agenda, attendee lists and minutes for weekly meetings.

SUBTASK 2.5 Submittal Review / Recommendations

The Construction Management team will provide a preliminary review of submittals for conformance with the Plans and Contract Provisions and distribute them to the design team for review (Contractor shop drawings, product information and material samples).

Deliverables:

- Submittal tracking log.

SUBTASK 2.6 Changed Conditions / RFI / Change Orders

The Construction Management team will review Contractor Requests for Information (RFI) and design change requests. Make initial determination if Contractor needs to provide further information prior to design team review, or distribute to appropriate party.

Prepare and process construction field directives and resultant change orders. Track all changes to the approved Plans and Contract Provisions. Coordinate, negotiate, and issue

change orders, along with all documentation for the change including a summary sheet, creating an independent cost estimate, gathering Contractor's cost estimates and proposals, and writing a finding of fact.

Deliverables:

- RFI tracking log.
- Change Order review summary.

SUBTASK 2.7 Contractor Payment Applications

Review progress payment applications. Verify that the Contractor is maintaining redline drawings and that they are current at the time of pay application. Make recommendations and submit the required paperwork to the Owner for payment to the Contractor.

Deliverables:

- Payment Application review comments

SUBTASK 2.8 Claim(s) Support [CONTINGENCY TASK]

If authorized by Agency PM, Consultant shall provide support to Agency to review and respond to claims submitted by the CC. Consultant tasks for claim(s) support may include but are not limited to:

- Prepare memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims.
- Provide consultation related to claims (in person, via telephone, or email).
- Attend claim resolution meetings.
- Prepare a claim decision in conformance with the requirements of the Specifications in 00199.40(a).

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 120 hours for claim(s) support. Assume up to 2 claim submittals, each requiring 2 staff to do 2 days of preparation and attend up to 2 all-day meetings for each claim, plus Consultant Principal and PM reviews and clerical assistance.

Deliverables: The deliverables for claim(s) support may include but are not limited to:

- Memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims.
- Consultation related to claims (in person, via telephone, or email).
- Attendance at claim resolution meetings.
- Claim decision that satisfies the Specifications in 00199.40(a).

SUBTASK 2.9 Public Involvement

KPFF will provide public involvement services using subconsultants. Public involvement services will include the following tasks:

- Produce up to six 11-inch x 17-inch project information sheets during construction. The project information sheets will communicate notable construction activities and potential impacts to the public as directed by the City of Sherwood. The City will print and mail, it as needed.
- Write content and provide photos/graphics for up to six template social media posts to be issued/posted by the City of Sherwood on the City of Sherwood-managed social media accounts. Posts will communicate notable construction activities and potential impacts to the public as directed by the City of Sherwood.
- Write content for up to six email updates to be sent to the stakeholder distribution list over the course of construction. The City will send the email updates.
- Coordination and facilitation of the Arts Advisory Committee for up to three meetings. This will include meeting preparation, the creation of an agenda, annotated agenda, and meeting summary reports. Assumes in-person meetings.
- Assisting the City in planning a ground-breaking celebration and/or a ribbon-cutting event at the end of the project. Assumes City pays for event supplies and materials.
- Design and coordinate the sign production for up to two project sign updates during construction to show the public the anticipated project completion date. Assumes City pays production costs and signs delivery fees.

Deliverables:

- Six 11-inch x 17-inch project information sheets.
- Six social media posts with photos/graphics.
- Six email updates.
- Three Arts Advisory Committee meetings – agenda, annotated agenda, meeting summary.
- Celebration event planning.
- Two project sign updates.

SUBTASK 2.10 Utility Coordination

Review contractor conformance with utility coordination described in project specifications.

Facilitate coordination between the design team and contractor for necessary utility work to address conflicts with the proposed construction.

Deliverables:

- Tracking log documenting utility coordination efforts.

TASK 3 – CONSTRUCTION INSPECTION

SUBTASK 3.1 Site Construction Inspection

This task includes utilizing and maintaining competent and sufficient inspection team personnel to provide Quality Assurance for the project.

Monitor and document the Contractor's work and daily activities for compliance with plans and contract provisions. Provide copies of the daily reports to Owner, Contractor, and stakeholders, indicating the status and compliance of the Contractor's work with the Plans and Contract Provisions.

Observe traffic patterns and compare traffic control procedures with approved traffic control plans during construction.

Observe the technical conduct of the construction, including providing day-to-day contact with the construction Contractor, Owner, utilities, and other stakeholders, and monitor for adherence to the Contract Documents.

Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify the construction Contractor of noncompliance. Advise the Owner of non-conforming work observed during site visits.

Evaluate and facilitate corrective action to issues that may arise related to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor.

Provide a daily construction inspection report for each day construction is observed (Inspector's Daily Report/IDR), including but not limited to photo documentation, inspection and testing data, a summary of the work for the day, and traffic control for each aspect of the construction activity.

Site inspection scope includes an assumption for up to 120 hours of weekend and nighttime work to facilitate bridge erection, staged over a maximum of three weekends.

Deliverables:

- Daily site inspection reports.

SUBTASK 3.2 Materials Inspection / Testing

KPFf's sub-consultant, Carlson Testing, will provide structural special inspections/testing. KPFf will coordinate special inspections and testing, review the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used

in the construction, document and evaluate results of testing, and inform Owner and Contractor of deficiencies.

Carlson Testing will visit the steel fabrication shop to perform structural steel and weld inspections. It is assumed that structural steel fabrication will occur in the metro area of Portland, Oregon.

Document and log the locations, dates, and results of inspections and testing.

Special inspections and testing to include:

- Concrete testing including slump, air and fabrication of compressive strength specimens.
- Rebar and steel inspections.
- Weld inspections including shop inspections and field inspections.

Deliverables:

- Field inspection reports.
- Shop inspection reports.
- Materials testing reports.
- Non-conformance reports.

SUBTASK 3.3 Geotechnical Observations and Inspection

KPFf will provide geotechnical observation using sub-consultants. Coordinate geotechnical observations, review the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction, document and evaluate results of testing, and inform Owner and Contractor of deficiencies.

Document and log the locations, dates, and results of inspections and testing.

Geotechnical special inspections and testing to include:

- Observe and evaluate stripping and grubbing to remove surface vegetation, organics, and construction demolition debris.
- Observe and evaluate subgrade preparation, proof rolling, and identification and removal of soft soils and other unsuitable material.
- Evaluate proposed fill materials, compaction equipment, and backfilling methods, including on-site fill soils if required.
- Complete laboratory reference compaction (moisture-density) tests and perform density testing of structural fills.
- Observe and evaluate spread footing and pavement subgrade preparation.
- Evaluate placement and compaction of pavement granular base course.
- Evaluate placement and compaction of utility trench backfill, retaining wall backfill, changing grades, and pathway subgrades.

- Review survey monitoring data to evaluate when the primary settlement of the embankment fills has occurred prior to loading of the foundations and final paving of the pathway.
- Observe light pole foundations, if required.

Deliverables:

- Daily site visit reports that will be distributed electronically on a weekly basis to KPFF, the contractor, and the City throughout the course of construction.
- Prepare a summary letter of compliance at the conclusion of the work.

TASK 4 – CONSTRUCTION ENGINEERING**Task 4.1 Project Progress Meetings**

Consultant's technical staff shall attend periodic Project Progress Meetings with the CC and others as needed, including but not limited to, APM, permitting agencies, and local officials. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships and timely issue resolution.

Consultant shall attend additional activity-specific technical kick-off meetings for various activities required by the construction contract. These activities may include, but are not limited to:

- Concrete Deck Placement.
- Asphalt Concrete Pavement.
- Electrical System Installation.
- Signing Installation.
- Temporary Traffic Control Coordination.

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than 4 Consultant staff attending and up to 64 meetings are assumed.

Deliverables:

- Attendance and participation at Project Progress Meetings.

Task 4.2 Working Drawings, Shop Drawings, and other Submittal Reviews

Consultant shall coordinate and review construction Working Drawings, shop drawings, and other submittals submitted electronically by the CC. When electronic Working Drawings, shop drawings, and other submittals are received, the Consultant shall ensure the review is complete and the Working Drawings, shop drawings, and other submittals are returned to the CC within the timeframes specified in the construction contract.

Consultant shall:

- Maintain one of the as-submitted copies in the Project files.
- Conduct review and prepare mark-up/comment copies of the Working Drawings.

Consultant shall review the following submittals:

- Traffic control plans.
- Erosion control plans.
- Pollution control plans.
- Quality control plan and personnel.
- Construction schedules (baseline and monthly updates).
- Machine control survey submittals.
- Drainage structures (manholes and inlets) Working Drawings, shop drawings, and other submittals.
- Work containment plans and systems.
- Shoring and falsework calculations and drawings.
- Reinforcing steel Working Drawings, shop drawings, and other submittals.
- Prefabricated steel Working Drawings, shop drawings, and other submittals.
- Prefabricated concrete Working Drawings, shop drawings, and other submittals.
- Pile and driving equipment submittal.
- Bridge rail and protective fencing Working Drawings, shop drawings, and other submittals.
- Retaining wall calculations and drawings.
- Lighting pole submittals.
- Signing materials submittals.
- Blue or green sheet submittals for electrical equipment and materials
- Planting and irrigation submittals.
- Site landscape submittals for non-structural seat walls and decorative paving finishes.

Others as required by construction contract specifications.

Deliverables:

- Return approved Working Drawings, shop drawings, and other submittals with comments (within the time frame established in the construction contract specified requirements).
- One copy maintained in Project files
- Submit electronic PDF markup/comment.

Task 4.3 Consultation During Construction

Consultant shall provide consultation and technical Services regarding design issues raised during the construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (“RFIs”). The design

consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project.

Upon request of the CC or Agency during construction, the Consultant shall:

- Clarify construction contract documents.
- Respond to field inquiries.
- Engage the services of the POR on all matters involving design changes.

Deliverables:

- Written documentation of responses to CC or Agency inquiries. Submit 1 electronic copy to APM.

Task 4.4 Design Modifications [CONTINGENCY TASK]

If the Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with APM and POR prior to verbally agreeing on changes with CC or preparing the appropriate Change Order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the APM, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary Change Order documents (CCO, EWO or SFO) to make them a part of the construction contract.

Design modifications described in this section may include the addition of currently unspecified public art to the project. Consultant will coordinate integration of public art into the design documents and construction contract. Artwork itself is assumed to be designed and fabricated under a separate construction contract and is not included in this contract.

Deliverables:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design).
- Draft CCO documents with supporting documents (cost estimate and justification).

TASK 5: PROJECT CLOSEOUT

SUBTASK 5.1 Substantial Completion / Final Inspection

Facilitate the project completion process by performing inspections of work and making a determination of Substantial Completion. Develop a written list of remaining deficiencies and provide the punch list to the Contractor for corrective actions. Coordinate with the Contractor for the Operational Testing of all mechanical, electrical, irrigation, and other systems identified in the Plans and Contract Provisions.

Upon notification from the Contractor of the completion of the punch list items and Operational Testing, perform a Final Inspection. Once any corrective measures are satisfactorily completed and inspected, make a recommendation to the Owner for the project's Physical Completion Date.

Coordinate inspections and closeouts with AHJs.

Deliverables:

- Documentation of punch list items identified in substantial completion inspections.
- Tracking log of punch list items as they are addressed by the CC.
- Documentation for notice of substantial completion.

SUBTASK 5.2 As-Built Drawings

Coordinate and deliver to the City of Sherwood a set of the Contractor's As-Built Drawings. The Contractor shall be responsible for the content and accuracy of the provided information. KPFf will review on a monthly basis, verify that content matches what the construction inspector has observed in the field, and review the final set of As-Built documents to confirm they are complete before delivering to the City of Sherwood.

Deliverables:

- As-built drawings in AutoCAD and PDF formats.

SUBTASK 5.3 Project Closeout Documentation / Completion Date

Complete and compile project closeout documents including final payment, QC reports, O & M manuals, inspection reports, and Contractor review forms. Compile all documentation from the Contractor required by the contract and governing laws. File appropriate bridge documentation with ODOT. Once the documentation is accepted, provide a written final acceptance/contract completion letter to Owner.

GENERAL ASSUMPTIONS

- Project is entirely funded by the City of Sherwood.
- State or Federal funding is not anticipated.
- The proposal incorporates the anticipated level of effort for a 390 working day construction contract plus preconstruction services prior to the start of construction and three months of contract closeout, and administrative services throughout. Consultant assumes substantial completion to occur in the Summer of 2025.
- Construction working days are assumed to be Monday through Friday. KPFF anticipates providing a full-time site presence during construction.
- Project meetings include one prebid walkthrough, one bid opening, one preconstruction conference, seventy-eight weekly construction progress meetings, and 2 close-out walkthroughs. KPFF anticipates facilitating all meetings including development and distribution of agendas and minutes.
- KPFF's CM Team assumes that the Engineer of Record (also KPFF) has been retained for design-specific construction support services including review and response to design submittals and RFIs.
- Consultant anticipates tracking certified payroll submittals and performing wage interviews with laborers.

FEE

We propose to provide the above services for a fee Not-to-Exceed **\$2,222,188.00**, invoiced hourly as noted. Refer to the summary fee spreadsheet for breakdown of KPFF team's fees. Reimbursable expenses are estimates and include travel costs associated with travel to the project site from the office.

City of Sherwood
Estimated Fees for Engineering Services
99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
Construction Administration /
Construction Engineering and Inspection Services

KPFF
6/10/2023

Work Item	Summary - Labor & Expenses by Firm									Subtotal
	KPFF Civil	KPFF Structural	GRI	ACMS	JLA	GreenWorks	DKS	Biella Lighting	Arch. Applications	
TASK 1 - PM AND ADMIN of CA/CEI SERVICES	\$ 25,449	\$ 31,855	\$ 3,728	\$ -	\$ -	\$ 870	\$ 5,760	\$ -	\$ -	\$ 67,661
TASK 2 – CONSTRUCTION MANAGEMENT SERVICES	\$ 14,365	\$ 491,570	\$ 1,492	\$ 50,088	\$ 48,002	\$ 1,830	\$ 1,570	\$ -	\$ -	\$ 608,917
TASK 3 – CONSTRUCTION INSPECTION	\$ -	\$ 347,589	\$ 58,214	\$ 452,700	\$ -	\$ 6,660	\$ -	\$ -	\$ -	\$ 865,163
TASK 4 – CONSTRUCTION ENGINEERING	\$ 81,587	\$ 363,370	\$ 14,850	\$ -	\$ -	\$ 7,720	\$ 37,045	\$ 7,920	\$ 36,140	\$ 548,632
TASK 5 – PROJECT CLOSEOUT	\$ 12,305	\$ 63,580	\$ 1,800	\$ 45,300	\$ -	\$ 5,010	\$ 2,500	\$ 1,320	\$ -	\$ 131,815

Totals Non Contingency Budget: \$ 133,706 \$ 1,297,964 \$ 80,084 \$ 548,088 \$ 48,002 \$ 22,090 \$ 46,875 \$ 9,240 \$ 36,140 \$ **2,222,188**

CURRENT TOTAL CONTRACT FEE NOT-TO-EXCEED AMOUNT \$2,222,188.00

CONTINGENCY TASKS

SUBTASK 2.8 Claim(s) Support	\$ 6,618	\$ 25,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,118
SUBTASK 4.4 Design Modifications	\$ 20,908	\$ 35,410	\$ 2,700	\$ -	\$ -	\$ 3,380	\$ 6,240	\$ -	\$ -	\$ 68,638

Totals Contingency Budget: \$ 27,525 \$ 60,910 \$ 2,700 \$ - \$ - \$ 3,380 \$ 6,240 \$ - \$ - \$ **100,755**

Totals: \$ 161,231 \$ 1,358,874 \$ 82,784 \$ 548,088 \$ 48,002 \$ 25,470 \$ 53,115 \$ 9,240 \$ 36,140 \$ **2,322,943**

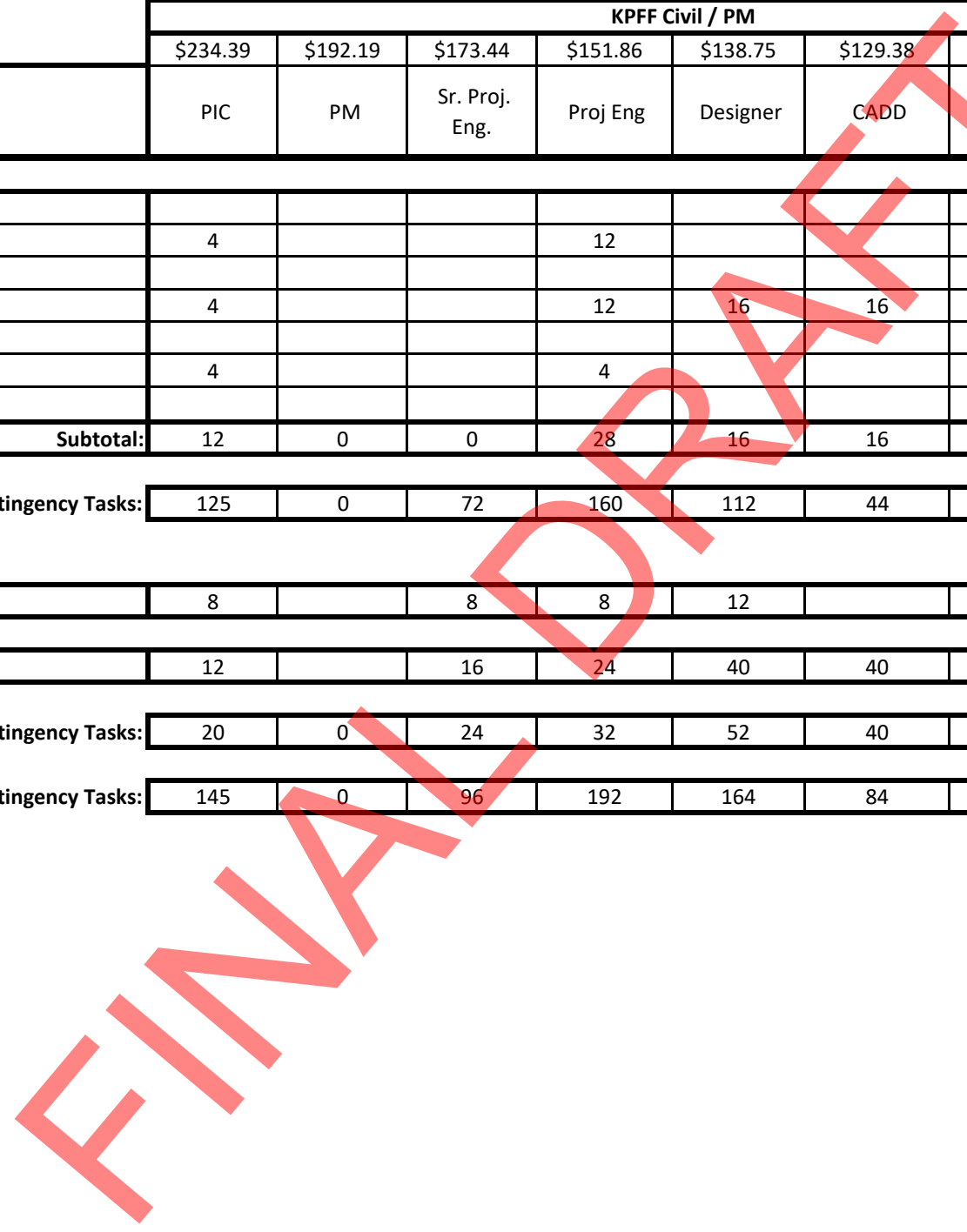
Estimated construction costs: \$ 16,381,817 From 90% PS&E
 Estimated Fees Design/Permitting: \$ 2,303,070 14.06% of Est. Const. Cost
 Estimated Fees CA/CEI: \$ 2,322,943 14.18% of Est. Const. Cost

City of Sherwood
Estimated Fees for Engineering Services
99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
Construction Administration /
Construction Engineering and Inspection Services

Work Item	KPFF Civil / PM							Hours	Labor Cost	Expenses	Subtotals
	\$234.39 PIC	\$192.19 PM	\$173.44 Sr. Proj. Eng.	\$151.86 Proj Eng	\$138.75 Designer	\$129.38 CADD	\$178.13 Sr. Env. Scientist				
TASK 1 - PROJECT MANAGEMENT OF CA/CEI SERVICES											
1.1 - Coordination (21 months)	44							44	88	\$ 15,539	
1.2 - Status Reports and Invoices	21							42	63	\$ 9,910	
Subtotal:	65	0	0	0	0	0	0	86	151	\$ 25,449	\$ - \$ 25,449
TASK 2 – CONSTRUCTION MANAGEMENT SERVICES											
SUBTASK 2.9 Public Involvement	4			12	16	12		8	52	\$ 7,483	
SUBTASK 2.10 Utility Coordination	4		16		16			8	44	\$ 6,883	
Subtotal:	8	0	16	12	32	12	0	16	96	\$ 14,365	\$ - \$ 14,365
TASK 3 – CONSTRUCTION INSPECTION											
Subtotal:	0	0	0	0	0	0	0	0	0	\$ -	\$ - \$ -
TASK 4 – CONSTRUCTION ENGINEERING											
Task 4.1 Project Progress Meetings	20		40	80				8	148	\$ 25,199	
Task 4.2 Working Drawings, Shop Drawings, and other Submittal Reviews	8		4	16	24			8	60	\$ 9,279	
Task 4.3 Consultation During Construction	12		12	24	40	16		8	112	\$ 17,109	
Survey verification									0	\$ -	\$ 30,000
Task 4.4 Design Modifications [CONTINGENCY TASK]									0	\$ -	
Subtotal:	40	0	56	120	64	16	8	16	320	\$ 51,587	\$ 30,000 \$ 81,587

**City of Sherwood
Estimated Fees for Engineering Services
99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
Construction Administration /
Construction Engineering and Inspection Services**

Work Item	KPFF Civil / PM							Hours	Labor Cost	Expenses	Subtotals	
	\$234.39 PIC	\$192.19 PM	\$173.44 Sr. Proj. Eng.	\$151.86 Proj Eng	\$138.75 Designer	\$129.38 CADD	\$178.13 Sr. Env. Scientist					\$118.76 Proj. Admin.
TASK 5 – PROJECT CLOSEOUT												
SUBTASK 5.1 Substantial Completion / Final Inspection	4			12				4	20	\$ 3,235		
SUBTASK 5.2 As-Built Drawings	4			12	16	16			48	\$ 7,050		
SUBTASK 5.3 Project Closeout Documentation / Completion Date	4			4				4	12	\$ 2,020		
Subtotal:	12	0	0	28	16	16	0	8	80	\$ 12,305	\$ -	\$ 12,305
Totals Non-Contingency Tasks:	125	0	72	160	112	44	8	134	647	\$ 103,706	\$ 30,000	\$ 133,706
Contingency Tasks												
SUBTASK 2.8 Claim(s) Support [CONTINGENCY TASK]	8		8	8	12			4	40	\$ 6,618		\$ 6,618
SUBTASK 4.4 Design Modifications [CONTINGENCY TASK]	12		16	24	40	40		8	140	\$ 20,908		\$ 20,908
Totals Contingency Tasks:	20	0	24	32	52	40	0	12	180	\$ 27,525	\$ -	\$ 27,525
Totals w/ Contingency Tasks:	145	0	96	192	164	84	8	146	827	\$ 131,231	\$ 30,000	\$ 161,231



**City of Sherwood
Estimated Fees for Engineering Services
99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
Construction Administration /
Construction Engineering and Inspection Services**

Work Item	KPFF Structural						Hours	Labor Cost	Expenses	Subtotals
	\$275.00 Principal	\$220.00 PM / Associate	\$190.00 Senior Engineer	\$165.00 Structural Designer	\$140.00 CAD/BIM Modeler	\$120.00 Administrative				
TASK 1 - PROJECT MANAGEMENT OF CA/CEI SERVICES										
1.1 - Coordination (21 months)	8	24	8			40	80	\$ 13,800		
1.2 - Status Reports and Invoices	21	10				84	115	\$ 18,055		
Subtotal:	29	34	8	0	0	124	195	\$ 31,855	\$ -	\$ 31,855
TASK 2 – CONSTRUCTION MANAGEMENT SERVICES										
SUBTASK 2.1 Pre-Bid and Pre-Con	8			8		16	32	\$ 5,440		
SUBTASK 2.2 Contract Administration	30			60		180	270	\$ 39,750		
SUBTASK 2.3 Document Management	30			60		720	810	\$ 104,550	\$ 5,250	
SUBTASK 2.4 Weekly Progress Meetings	120			240		540	900	\$ 137,400		
SUBTASK 2.5 Submittal Review / Recommendations	20			100		200	320	\$ 46,000		
SUBTASK 2.6 Changed Conditions / RFI / Change Orders	40			160		160	360	\$ 56,600		
SUBTASK 2.7 Contractor Payment Applications	42			126		126	294	\$ 47,460		
SUBTASK 2.8 Claim(s) Support [CONTINGENCY TASK]	See Below						0	\$ -		
SUBTASK 2.9 Public Involvement	40			52		40	132	\$ 24,380		
SUBTASK 2.10 Utility Coordination	40			40		40	120	\$ 22,400		
Subtotal:	370	0	0	846	0	2022	3238	\$ 483,980	\$ 7,590	\$ 491,570
TASK 3 – CONSTRUCTION INSPECTION										
SUBTASK 3.1 Site Construction Inspection	180			180		180	540	\$ 100,800		
SUBTASK 3.2 Materials Inspection / Testing	80			80		320	480	\$ 73,600		
Carlson Testing							0	\$ -	\$ 167,749	
SUBTASK 3.3 Geotechnical Observations and Inspection	8			8		16	32	\$ 5,440		
Subtotal:	268	0	0	268	0	516	1052	\$ 179,840	\$ 167,749	\$ 347,589

**City of Sherwood
Estimated Fees for Engineering Services
99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
Construction Administration /
Construction Engineering and Inspection Services**

Work Item	KPFF Structural						Hours	Labor Cost	Expenses	Subtotals
	\$275.00 Principal	\$220.00 PM / Associate	\$190.00 Senior Engineer	\$165.00 Structural Designer	\$140.00 CAD/BIM Modeler	\$120.00 Administrative				
Task 4 – Construction Engineering										
Task 4.1 Project Progress Meetings	10	20	80	40			150	\$ 28,950	\$ 400	
Task 4.2 Working Drawings, Shop Drawings, and other Submittal Reviews	16	40	140	480			676	\$ 119,000		
Task 4.3 Consultation During Construction										
Respond to RFIs and general construction questions / requests	24	48	240	200	100		612	\$ 109,760		
Complete construction site visits and prepare site visit reports	8	24	60	74		16	182	\$ 33,010	\$ 650	
Maintain project communications and monitor project progress	16	60	140	80			296	\$ 57,400		
Review change order requests	4	10	40	20			74	\$ 14,200		
Task 4.4 Design Modifications [CONTINGENCY TASK]	See Below						0	\$ -		
Subtotal:	78	202	700	894	100	16	1990	\$ 362,320	\$ 1,050	\$ 363,370
TASK 5 – PROJECT CLOSEOUT										
SUBTASK 5.1 Substantial Completion / Final Inspection										
Construction Manager Coordination	4			16		4	24	\$ 4,220		
SUBTASK 5.2 As-Built Drawings										
Construction Manager Tasks	40			40		80	160	\$ 27,200		
SUBTASK 5.3 Project Closeout Documentation / Completion Date										
Construction Manager Tasks	2	2	2	24		2	32	\$ 5,570		
Subtotal:	48	16	30	136	60	86	376	\$ 63,580	\$ -	\$ 63,580
Totals Non-Contingency Tasks:	793	252	738	2144	160	2764	6851	\$ 1,121,575	\$ 176,389	\$ 1,297,964
Contingency Tasks										
SUBTASK 2.8 Claim(s) Support [CONTINGENCY TASK]										
Task 4.4 Design Modifications [CONTINGENCY TASK]	6	16	16	80	100		218	\$ 35,410		\$ 35,410
Totals Contingency Tasks:	66	16	16	120	100	20	338	\$ 60,910	\$ -	\$ 60,910
Totals w/ Contingency Tasks:	859	268	754	2264	260	2784	7189	\$ 1,182,485	\$ 176,389	\$ 1,358,874

City of Sherwood
 Estimated Fees for Engineering Services
 99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
 Construction Administration /
 Construction Engineering and Inspection Services

Work Item	GRI								Hours	Labor Cost	Expenses	Subtotals
	\$275.00 Principal	\$225.00 Associate	\$195.00 Senior Engineer	\$175.00 Project Engineer	\$145.00 Staff Engineer/Geologist	\$130.00 Project Accountant	\$125.00 Technical Editor	\$85.00 Administrative Assistant				
TASK 1 - PROJECT MANAGEMENT OF CA/CEI SERVICES												
1.2 - Status Reports and Invoices									0	\$ -		
Assume 21 Monthly Status Reports		11							21	\$ 3,728		
Subtotal:	0	11	0	0	0	11	0	0	21	\$ 3,728	\$ -	\$ 3,728
TASK 2 – CONSTRUCTION MANAGEMENT SERVICES												
SUBTASK 2.1 Pre-Bid and Pre-Con									0	\$ -		
Pre-Con - assume 2 hrs onsite		4			4				8	\$ 1,480	\$ 12	
Subtotal:	0	4	0	0	4	0	0	0	8	\$ 1,480	\$ 12	\$ 1,492
TASK 3 – CONSTRUCTION INSPECTION												
SUBTASK 3.3 Geotechnical Observations and Inspection									0	\$ -		
Observe/evaluate Stripping and Grubbing (4 site visits)		2			16			1	19	\$ 2,855	\$ 47	
Observe/evaluate subgrade preparation (4 site visits)		2			16			1	19	\$ 2,855	\$ 47	
Evaluate fill materials (1 site visit)		2			4				6	\$ 1,030	\$ 12	
Complete laboratory reference compaction (2 proctors)					6			1	7	\$ 955		
Perform density testing of structural fills (30 visits)		15			120			2	137	\$ 20,945	\$ 354	
Evaluate footing subgrade and pavement subgrade preparation (30 visits)		15			120			2	137	\$ 20,945	\$ 354	
Evaluate placement compaction of pavement granular base course (2 visits)		1			8			1	10	\$ 1,470	\$ 24	
review settlement monitoring data		12							12	\$ 2,700		
observe light pole foundations (4 visits)		2			16				18	\$ 2,770	\$ 47	
complete summary letter of compliance		2			1		1	1	5	\$ 805		
Subtotal:	0	53	0	0	307	0	1	9	370	\$ 57,330	\$ 884	\$ 58,214
Task 4 – Construction Engineering												
Task 4.1 Project Progress Meetings									0	\$ -		
GRI to attend 10 progress meetings (assume 1 hr onsite)		20							20	\$ 4,500		
									0	\$ -		
Task 4.2 Working Drawings, Shop Drawings, and other Submittal Reviews									0	\$ -		
Geotechnical review of 4 submittals		16							16	\$ 3,600		
									0	\$ -		
Task 4.3 Consultation During Construction									0	\$ -		
Review and respond to 10 RFIs		30							30	\$ 6,750		
									0	\$ -		
Task 4.4 Design Modifications [CONTINGENCY TASK]	See Below								0	\$ -		
Subtotal:	0	66	0	0	0	0	0	0	66	\$ 14,850	\$ -	\$ 14,850

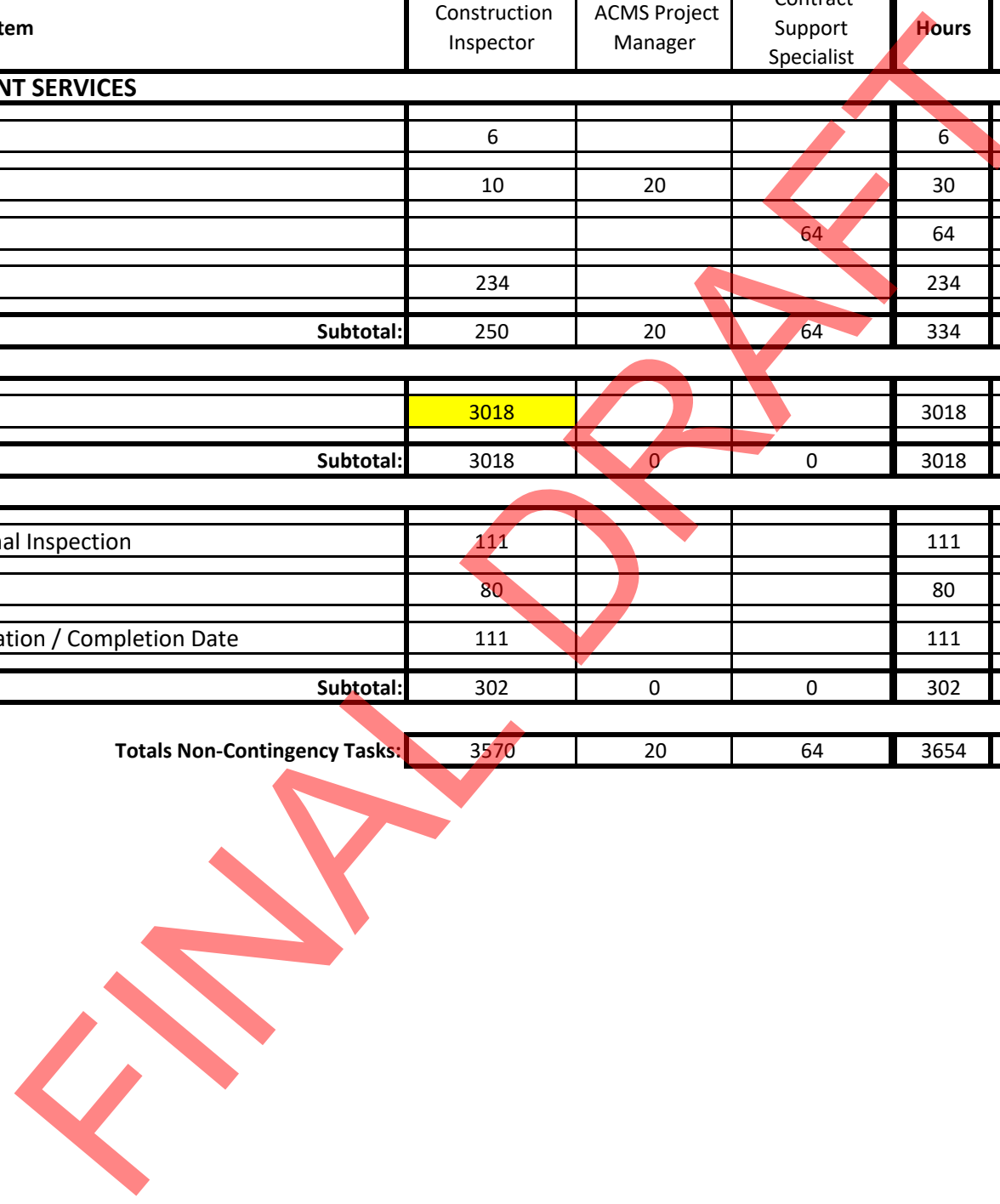
City of Sherwood
 Estimated Fees for Engineering Services
 99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
 Construction Administration /
 Construction Engineering and Inspection Services

Work Item	GRI								Hours	Labor Cost	Expenses	Subtotals
	\$275.00 Principal	\$225.00 Associate	\$195.00 Senior Engineer	\$175.00 Project Engineer	\$145.00 Staff Engineer/Geologist	\$130.00 Project Accountant	\$125.00 Technical Editor	\$85.00 Administrative Assistant				
TASK 5 – PROJECT CLOSEOUT												
SUBTASK 5.3 Project Closeout Documentation / Completion Date									0	\$ -		
GRI assistance with project closeout		8							8	\$ 1,800		
Subtotal:	0	8	0	0	0	0	0	0	8	\$ 1,800	\$ -	\$ 1,800
Totals Non-Contingency Tasks:	0	142	0	0	311	11	1	9	473	\$ 79,188	\$ 896	\$ 80,084
Contingency Tasks												
SUBTASK 2.8 Claim(s) Support [CONTINGENCY TASK]									0	\$ -		\$ -
Task 4.4 Design Modifications [CONTINGENCY TASK]		12							12	\$ 2,700		\$ 2,700
Totals Contingency Tasks:	0	12	0	0	0	0	0	0	12	\$ 2,700	\$ -	\$ 2,700
Totals w/ Contingency Tasks:	0	154	0	0	311	11	1	9	485	\$ 81,888	\$ 896	\$ 82,784

FINAL

City of Sherwood
 Estimated Fees for Engineering Services
 99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
 Construction Administration /
 Construction Engineering and Inspection Services

Work Item	ACMS NW			Hours	Labor Cost	Expenses	Subtotals
	\$150.00 Construction Inspector	\$255.00 ACMS Project Manager	\$117.00 Contract Support Specialist				
TASK 2 – CONSTRUCTION MANAGEMENT SERVICES							
SUBTASK 2.1 Pre-Bid and Pre-Con	6			6	\$ 900		
SUBTASK 2.2 Contract Administration	10	20		30	\$ 6,600		
SUBTASK 2.3 Document Management			64	64	\$ 7,488		
SUBTASK 2.4 Weekly Progress Meetings	234			234	\$ 35,100		
Subtotal:	250	20	64	334	\$ 50,088	\$ -	\$ 50,088
TASK 3 – CONSTRUCTION INSPECTION							
SUBTASK 3.1 Site Construction Inspection	3018			3018	\$ 452,700		
Subtotal:	3018	0	0	3018	\$ 452,700	\$ -	\$ 452,700
TASK 5 – PROJECT CLOSEOUT							
SUBTASK 5.1 Substantial Completion / Final Inspection	111			111	\$ 16,650		
SUBTASK 5.2 As-Built Drawings	80			80	\$ 12,000		
SUBTASK 5.3 Project Closeout Documentation / Completion Date	111			111	\$ 16,650		
Subtotal:	302	0	0	302	\$ 45,300	\$ -	\$ 45,300
Totals Non-Contingency Tasks:	3570	20	64	3654	\$ 548,088	\$ -	\$ 548,088



City of Sherwood
 Estimated Fees for Engineering Services
 99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
 Construction Administration /
 Construction Engineering and Inspection Services

Work Item	JLA Public Involvement, Inc.					Hours	Labor Cost	Expenses	Subtotals
	\$197.34 PI6	\$157.88 PI4	\$112.19 PI2	\$157.88 PI4- Graphics	\$128.08 Admin 4				
TASK 2 – CONSTRUCTION MANAGEMENT SERVICES									
SUBTASK 2.2 Contract Administration						0	\$ -		
Up to 12 monthly progress reports/invoices		12			12	24	\$ 3,432		
						0	\$ -		
SUBTASK 2.4 Weekly Progress Meetings						0	\$ -		
Attend up to 6 meetings (assumes virtual)		6				6	\$ 947		
						0	\$ -		
SUBTASK 2.9 Public Involvement						0	\$ -		
Up to 6 - 11x17" project information sheets	2	30	6	60		98	\$ 15,277	\$ 12	
Up to 6 social media posts		12	6	3		21	\$ 3,041		
Up to 6 email updates (content)		12	6	3		21	\$ 3,041		
Up to 3 Arts Advisory Committee meetings	3	54		4		61	\$ 9,749	\$ 71	
Celebration event planning	2	25	25	10		62	\$ 8,725	\$ 100	
Up to 2 project sign updates		4	4	16		24	\$ 3,606		
Subtotal:	7	155	47	96	12	317	\$ 47,819	\$ 183	\$ 48,002
Totals Non-Contingency Tasks:	7	155	47	96	12	317	\$ 47,819	\$ 183	\$ 48,002

FINAL



City of Sherwood
 Estimated Fees for Engineering Services
 99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
 Construction Administration /
 Construction Engineering and Inspection Services

6/10/2023

Work Item	GreenWorks				Hours	Labor Cost	Expenses	Subtotals
	\$190.00 Principal	\$145.00 Sr.Project Manager	\$105.00 Landscape Designer I	\$120.00 Project Administrator				
TASK 1 - PROJECT MANAGEMENT OF CA/CEI SERVICES								
1.1 - Coordination (21 months)		6			6	\$ 870		
Subtotal:	0	6	0	0	6	\$ 870	\$ -	\$ 870
TASK 2 – CONSTRUCTION MANAGEMENT SERVICES								
SUBTASK 2.1 Pre-Bid and Pre-Con		2			2	\$ 290		
SUBTASK 2.4 Weekly Progress Meetings	2	8			10	\$ 1,540		
Subtotal:	2	10	0	0	12	\$ 1,830	\$ -	\$ 1,830
TASK 3 – CONSTRUCTION INSPECTION								
SUBTASK 3.1 Site Construction Inspection	4	32	12		48	\$ 6,660		
Subtotal:	4	32	12	0	48	\$ 6,660	\$ -	\$ 6,660
Task 4 – Construction Engineering								
Task 4.1 Project Progress Meetings		8			8	\$ 1,160		
Task 4.2 Working Drawings, Shop Drawings, and other Submittal Reviews	2	24			26	\$ 3,860		
Task 4.3 Consultation During Construction	2	16			18	\$ 2,700		
Task 4.4 Design Modifications [CONTINGENCY TASK]	See Below				0	\$ -		
Subtotal:	4	48	0	0	52	\$ 7,720	\$ -	\$ 7,720
TASK 5 – PROJECT CLOSEOUT								
SUBTASK 5.1 Substantial Completion / Final Inspection	4	12			16	\$ 2,500		
SUBTASK 5.2 As-Built Drawings		2	12		14	\$ 1,550		
SUBTASK 5.3 Project Closeout Documentation / Completion Date	2	4			6	\$ 960		
Subtotal:	6	18	12	0	36	\$ 5,010	\$ -	\$ 5,010
Totals Non-Contingency Tasks:	16	114	24	0	154	\$ 22,090.00	\$ -	\$ 22,090.00
Contingency Tasks								
Task 4.4 Design Modifications [CONTINGENCY TASK]	2	12	12		26	\$ 3,380		\$ 3,380
Totals Contingency Tasks:	2	12	12	0	26	\$ 3,380	\$ -	\$ 3,380
Totals w/ Contingency Tasks:	18	126	36	0	180	\$ 25,470	\$ -	\$ 25,470

Work Item	DKS				Hours	Labor Cost	Expenses	Subtotals
	\$245.00 Grade 39 - Principal-in- Charge	\$190.00 Grade 28 - Traffic Engineer	\$155.00 Grade 21 - Traffic Engineering Assistant	\$145.00 Tech W - Project Administrator				
TASK 1 - PROJECT MANAGEMENT OF CA/CEI SERVICES								
1.2 - Status Reports and Invoices		12		24	36	\$ 5,760		
Subtotal:	0	12	0	24	36	\$ 5,760	\$ -	\$ 5,760
TASK 2 – CONSTRUCTION MANAGEMENT SERVICES								
SUBTASK 2.1 Pre-Bid and Pre-Con		3			3	\$ 570		
SUBTASK 2.9 Public Involvement		2	4		6	\$ 1,000		
Subtotal:	0	5	4	0	9	\$ 1,570	\$ -	\$ 1,570
Task 4 – Construction Engineering								
Task 4.1 Project Progress Meetings		40	40		80	\$ 13,800	\$ 250	
Task 4.2 Working Drawings, Shop Drawings, and other Submittal Reviews	5	20	10	10	45	\$ 8,025		
Task 4.3 Consultation During Construction	8	48	16	8	80	\$ 14,720	\$ 250	
Task 4.4 Design Modifications [CONTINGENCY TASK]	See Below				0	\$ -		
Subtotal:	13	108	66	18	205	\$ 36,545	\$ 500	\$ 37,045
TASK 5 – PROJECT CLOSEOUT								
SUBTASK 5.2 As-Built Drawings	4	8			12	\$ 2,500		
Subtotal:	4	8	0	0	12	\$ 2,500	\$ -	\$ 2,500
Totals Non-Contingency Tasks:								
	17	133	70	42	262	\$ 46,375.00	\$ 500.00	\$ 46,875.00
Contingency Tasks								
SUBTASK 2.8 Claim(s) Support [CONTINGENCY TASK]					0	\$ -		
Task 4.4 Design Modifications [CONTINGENCY TASK]	8	16	8		32	\$ 6,240		\$ 6,240
Totals Contingency Tasks:	8	16	8	0	32	\$ 6,240	\$ -	\$ 6,240
Totals w/ Contingency Tasks:								
	25	149	78	42	294	\$ 52,615	\$ 500	\$ 53,115

City of Sherwood
 Estimated Fees for Engineering Services
 99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
 Construction Administration /
 Construction Engineering and Inspection Services

Work Item	Arch. Applications P.C.		Hours	Labor Cost	Expenses	Subtotals
	\$130.00 Senior Designer	\$115.00 Junior Designer				
Task 4 – Construction Engineering						
Task 4.1 Project Progress Meetings						
asumes 1 meeting per month for 18 month construction duration	36		36	\$ 4,680		
Task 4.2 Working Drawings, Shop Drawings, and other Submittal Reviews			0	\$ -		
Review: Prefabricated steel Working Dwgs, Shop dwgs, Submittals	40		40	\$ 5,200		
Review: Prefabricated concrete Working Dwgs, Shop dwgs, Submittals	20		20	\$ 2,600		
Review: Bridge rail and protective fencing Working Dwgs, Shop dwgs, Submittals	80		80	\$ 10,400		
Review: Lighting pole and traffic signal pole submittals	8		8	\$ 1,040		
Review: Lighting Fixture A& controls Submittal Review	16		16	\$ 2,080		
Review: Security Camera Mounting Details submittal Review	6		6	\$ 780		
			0	\$ -		
Task 4.3 Consultation During Construction			0	\$ -		
Review of 18 RFI's each requiring up to 3 hours of staff time	54		54	\$ 7,020		
3 site visits to observe Railing installation	9		9	\$ 1,170		
3 site visits to observe lighting & lighting controls system commissioning	9		9	\$ 1,170		
			0	\$ -		
Task 4.4 Design Modifications [CONTINGENCY TASK]	See Below		0	\$ -		
Subtotal:	278	0	278	\$ 36,140	\$ -	\$ 36,140
Totals Non-Contingency Tasks:						
	278	0	278	\$ 36,140	\$ -	\$ 36,140

FINAL

City of Sherwood
 Estimated Fees for Engineering Services
 99W PEDESTRIAN CROSSING PROJECT - PROJECT NO. 334
 Construction Administration /
 Construction Engineering and Inspection Services

Work Item	Biella Lighting Design		Hours	Labor Cost	Expenses	Subtotals
	\$165.00 Senior designer / principal	Rate Staff Classification				
Task 4 – Construction Engineering						
Task 4.1 Project Progress Meetings	12		12	\$ 1,980		
Task 4.2 Working Drawings, Shop Drawings, and other Submittal Reviews	8		8	\$ 1,320		
Task 4.3 Consultation During Construction (Including Lighting Focusing	28		28	\$ 4,620		
Task 4.4 Design Modifications [CONTINGENCY TASK]	TBD if needed		0	\$ -		
Subtotal:	48	0	48	\$ 7,920	\$ -	\$ 7,920
TASK 5 – PROJECT CLOSEOUT						
SUBTASK 5.1 Substantial Completion / Final Inspection	8		8	\$ 1,320		
Subtotal:	8	0	8	\$ 1,320	\$ -	\$ 1,320
Totals Non-Contingency Tasks:	56	0	56	\$ 9,240	\$ -	\$ 9,240

FINAL

Bend Office	(541) 330-9155
Geotechnical Office	(503) 601-8250
Eugene Office	(541) 345-0289
Salem Office	(503) 589-1252
Tigard Office	(503) 684-3460

Carlson Testing, Inc.

REVISED

June 5, 2023

Stuart Finney
City of Sherwood c/o KPFF
111 SW Fifth Ave. Suite 2500
Portland, OR 97204

Re: Inspection & Testing Services for
Sherwood HWY 99W Pedestrian Bridge

Dear Mr. Finney:

Carlson Testing, Inc. (CTI) sincerely appreciates the opportunity to submit our proposal to provide construction inspection and testing services on the above referenced project. **The estimate was revised to include (9) trips outside regular business hours (nights/weekends) as requested.**

CTI proposes to provide services on this project on a time and materials basis subject to the quoted hourly and unit rates and the attached General Conditions dated 02/2015.

Prices for other testing, inspection, or engineering services will be provided upon request. The rates are firm for 90 days and will remain in effect for all work covered under this proposal. If the project does not begin during this 90-day period however, CTI reserves the right to adjust the above rates and services will be provided under the CTI standard rates in effect at the time services are provided.

All rates are portal-to-portal and field services are subject to a 3-hour minimum charge (4 hours on weekends and holidays). Testing and inspection rates cover all costs for scheduling of services, providing the testing or inspection including standard reports, and providing a standard billing invoice. Special services including but not limited to performing technical research, development of specialized testing or inspection procedures, review of project contractual or technical documents, conducting quality control audits, preparation of specialized reports, invoices, or cost/budget summaries, attendance at project meetings, or other incidental services will be billed as Project Management.

Based upon the information available to us at this time, we estimate a budget cost of **\$167,749.00** for the testing and inspection services. This estimate could vary up or down depending upon scheduling, changes to the number, duration, and types of inspection services which are required, re-inspection which may be necessary, and other similar factors outside of our control. We have attached a breakdown of this budget that reflects our understanding of the level of effort, which will be required on the project.

We thank you for this opportunity to provide this proposal and hope to be of service to you on this project. You may authorize the work described herein by signing the attached Work Order and General Conditions and returning it to this office.

Respectfully submitted,
CARLSON TESTING INC

 for
Steve Leach
Project Manager

Carlson Testing, Inc.

Project Estimate

(See attached notes & assumptions)

Revision # 1 06/05/2023
 Bid Jobno: Q0026114. SHERWOOD HWY 99W PEDESTRIAN BRIDGE
 Client: X
 Proposal To: CITY OF SHERWOOD C/O KPFF - STUART FINNEY
 Project Manager: STEVEN W. LEACH

Code	Activity/Comments	# Of Trips	UM	Qty/ Hours	OT Hrs /Trips	Hourly Rate	Mileage	Total Charge
L104	REBAR DECK SLAB INSPECTIONS	10	TRIP	3.00	0.00	\$ 73.00	\$ 150.00	\$ 2,340.00
L104	REBAR FOUNDATION INSPECTIONS	25	TRIP	3.00	0.00	\$ 73.00	\$ 375.00	\$ 5,850.00
L104	REBAR RETAINING WALL INSPECTIONS	40	TRIP	3.00	0.00	\$ 73.00	\$ 600.00	\$ 9,360.00
L113	CONCRETE/REBAR DECK SLAB POURS	10	TRIP	4.00	0.00	\$ 73.00	\$ 150.00	\$ 3,070.00
L113	CONCRETE/REBAR FOUNDATION POURS	25	TRIP	3.00	0.00	\$ 73.00	\$ 375.00	\$ 5,850.00
L113	CONCRETE/REBAR PRE-CAST INSPECTIONS - ASSUMES PERIODIC CHECKS ON PRE-CAST PLANT	20	TRIP	4.00	0.00	\$ 73.00	\$ 300.00	\$ 6,140.00
L113	CONCRETE/REBAR RETAINING WALL POURS	40	TRIP	3.00	0.00	\$ 73.00	\$ 600.00	\$ 9,360.00
L113	CONCRETE/REBAR SIDEWALKS/CURB/STAIRS/ETC	20	SETS	4.00	0.00	\$ 73.00	\$ 300.00	\$ 6,140.00
E100	COMPRESSIVE STRENGTH TESTS	130	SETS	4.00	0.00	\$ 28.00	\$ 0.00	\$ 14,560.00
E113	CURING BOX	20	EA	1.00	0.00	\$ 20.00	\$ 0.00	\$ 400.00
E724	PICK-UP	80	TRIP	1.00	0.00	\$ 50.00	\$ 0.00	\$ 4,000.00
L600	STRUCTURAL STEEL FIELD FULL TIME	30	TRIP	8.00	0.00	\$ 78.00	\$ 450.00	\$ 19,170.00
L600	STRUCTURAL STEEL FIELD PART TIME	10	TRIP	3.00	0.00	\$ 78.00	\$ 150.00	\$ 2,490.00
L600	STRUCTURAL STEEL FIELD WEEKEND/NIGHT WORK	9	TRIP	0.00	8.00	\$ 78.00	\$ 135.00	\$ 8,559.00
L601	STRUCTURAL STEEL SHOP FULL TIME - ASSUMES THE USE OF A FAB SHOP IN THE PORTLAND METRO AREA.	60	TRIP	8.00	0.00	\$ 78.00	\$ 1,800.00	\$ 39,240.00
L601	STRUCTURAL STEEL SHOP PART TIME - ASSUMES THE USE OF A FAB SHOP IN THE PORTLAND METRO AREA.	20	TRIP	3.00	0.00	\$ 78.00	\$ 600.00	\$ 5,280.00
L605	SKIDMORE-WILHELM	2	TRIP	3.00	0.00	\$ 85.00	\$ 30.00	\$ 540.00

Round Trip Miles to Site 20
 Round Trip Miles to Shop 40
 Mileage Rate \$0.750
 OT Multiplier 1.50

Carlson Testing, Inc.

Project Estimate

(See attached notes & assumptions)

Revision # 1 06/05/2023
 Bid Jobno: Q0026114. SHERWOOD HWY 99W PEDESTRIAN BRIDGE
 Client: X
 Proposal To: CITY OF SHERWOOD C/O KPFF - STUART FINNEY
 Project Manager: STEVEN W. LEACH

Code	Activity/Comments	# Of Trips	UM	Qty/ Hours	OT Hrs /Trips	Hourly Rate	Mileage	Total Charge	
L608	BOLT TORQUE	10	TRIP	3.00	0.00	\$ 78.00	\$ 150.00	\$ 2,490.00	
L618	PROPRIETARY ANCHORS	10	TRIP	3.00	0.00	\$ 73.00	\$ 150.00	\$ 2,340.00	
L619	UT SHOP/STRUCTURAL STEEL	45	TRIP	3.00	0.00	\$ 85.00	\$ 1,350.00	\$ 12,825.00	
L630	UT SITE/STRUCTURAL STEEL	20	TRIP	3.00	0.00	\$ 85.00	\$ 300.00	\$ 5,400.00	
L708	ADMINISTRATION	18	EA	1.00	0.00	\$ 50.00	\$ 0.00	\$ 900.00	
L749	PRE CONSTRUCTION MEETING	3	TRIP	3.00	0.00	\$ 100.00	\$ 45.00	\$ 945.00	
E720	FINAL SUMMARY LETTER	1	EA	1.00	0.00	\$ 500.00	\$ 0.00	\$ 500.00	
Total Estimated Cost								\$	167,749.00
Round Trip Miles to Site									20
Round Trip Miles to Shop									40
Mileage Rate									\$0.750
OT Multiplier									1.50

Total Estimated Cost \$ 167,749.00
 Round Trip Miles to Site 20
 Round Trip Miles to Shop 40
 Mileage Rate \$0.750
 OT Multiplier 1.50

URA Board of Directors Meeting Date: July 18, 2023

ATTENDANCE SHEET

NAME

ADDRESS

PHONE

NAME	ADDRESS	PHONE

Approved Minutes

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING MINUTES
Tuesday, July 18, 2023**

**City of Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon 97140**

URA BOARD REGULAR SESSION


1. **CALL TO ORDER:** Vice Chair Mays called the meeting to order at 9:06 pm.
2. **BOARD PRESENT:** Vice Chair Keith Mays, Board Members Kim Young, Doug Scott, Dan Standke, and Taylor Giles. Chair Tim Rosener and Board Member Renee Brouse were absent.
3. **STAFF AND LEGAL COUNSEL PRESENT:** City Attorney Ryan Adams, IT Director Brad Crawford, Public Works Director Craig Sheldon, Police Chief Ty Hanlon, Community Services Director Kristen Switzer, City Engineer Jason Waters, Community Development Director Eric Rutledge, and City Recorder Sylvia Murphy.
4. **CONSENT AGENDA**
 - A. **Approval of June 20, 2023 URA Board Meeting Minutes**
 - B. **URA Resolution 2023-009, Authorizing the Sherwood Urban Renewal Agency Manager to sign a Professional Services Contract with KPFF Consulting Engineers for Construction Administration, Construction Engineering, and Inspection (CA-CE-I) Services on the Highway 99W Pedestrian Overcrossing Project**

MOTION: FROM KIM YOUNG TO APPROVE THE CONSENT AGENDA. SECONDED BY TAYLOR GILES. MOTION PASSED 5:0. ALL PRESENT MEMBERS VOTED IN FAVOR (CHAIR ROSENER AND BOARD MEMBER RENEE BROUSE WERE ABSENT).

5. ADJOURN

Vice Chair Mays adjourned the meeting at 9:07 pm.

Attest:



Sylvia Murphy, MMC, Agency Recorder



Tim Rosener, Chair