

URA RESOLUTION NO. 119

A RESOLUTION OF THE URBAN RENEWAL AGENCY BOARD OF THE CITY OF WILSONVILLE, OREGON, ACTING AS ITS LOCAL CONTRACT REVIEW BOARD, EXEMPTING CANYON CREEK ROAD SOUTH AND OTHER IMPROVEMENTS TO BE CONSTRUCTED THROUGH A DEVELOPMENT AGREEMENT WITH RENAISSANCE DEVELOPMENT FROM COMPETITIVE BIDDING REQUIREMENTS OF ORS 279.005 AND THE WILSONVILLE CODE.

WHEREAS, Renaissance Development (Renaissance) has land use approvals to develop a 63 lot residential subdivision located south of Boeckman Road, east of the proposed realignment of Canyon Creek south and west of the current Canyon Creek South the conditions of approval for which involve the construction of certain street, sewer, water, storm drainage and other public infrastructure. The construction, by Renaissance, of a portion of Canyon Creek Road South and other improvements specified in a Development Agreement are not roughly proportional to development impact and are subject to system development charge credits or reimbursements. However a majority portion of each of the aforementioned infrastructure improvements is roughly proportional to the development impacts. The Urban Renewal Agency is participating only in the minority portion of the Canyon Creek South improvements. A copy of the Development Agreement is marked "Exhibit A," attached hereto and incorporated by reference as if fully set forth; and

WHEREAS, pursuant to ORS 279.015 and WC 2.314, the Local Contract Review Board can exempt a public improvement contract from competitive bidding requirement if the Board finds that the contract is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts, and that awarding the contract will result in substantial cost savings to the Agency as well as the City; and

WHEREAS, the provision of public improvements through the development agreement that includes both infrastructure required as a condition of development approval and infrastructure that is not a requirement of development is reasonable from a fiscal point of view in that it allows the Agency to take advantage of the cost-saving of a single improvement contract, as opposed to the developer and the city pursuing separate contracting processes; and

WHEREAS, Renaissance or its contractor is required to pay statutory prevailing wage rates and must comply with other local and state requirements applicable to public improvement contracts; and

WHEREAS, the public improvements will be constructed sooner, and at substantial savings because of the shared economy of scale given that Renaissance will be constructing related public improvements on its property at the same time and to the same standards and as such the off-site public improvements will be constructed sooner and at a substantial savings because of the shared economy of scale.

WHEREAS, Renaissance or its contractor is required to pay statutory prevailing wage rates and must comply with other local and state requirements applicable to public improvement contracts; and

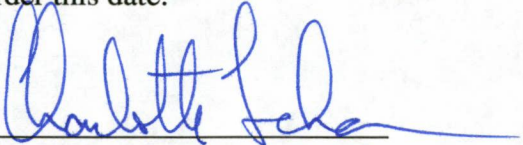
WHEREAS, there have been circumstances beyond either parties' control which have delayed Renaissance Development in obtaining its development approval and mobilizing its contractor to begin construction, which has limited the good weather opportunity for doing earth work, making time of the essence and creating an emergency.

NOW, THEREFORE THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The Agency adopts the forgoing recitals and finds that (1) it is unlikely that such exemption will encourage favoritism in the awarding of the contract or substantially diminish competition, (2) the exemption will result in substantial cost savings, and (3) an emergency exists.
2. The Urban Renewal Agency board, acting as a the Local Contract Review Board, does hereby exempt from competitive bidding the contract for those public improvements by Renaissance Homes, LLC that are, by Development Agreement between the Agency, the City and Renaissance dated October 18, 2004, subject to SDC credits and reimbursements.

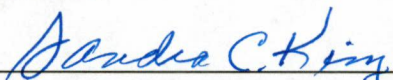
3. This resolution is effective upon adoption.

ADOPTED by the Urban Renewal Agency at a regular meeting thereof this 18 day of October, 2004 and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, CHAIR

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

| | |
|-------------------------|-----------|
| Chair Lehan | Yes |
| Board Member Kirk | Yes |
| Board Member Holt | Yes |
| Board Member Scott-Tabb | - Excused |
| Board Member Knapp | Yes |

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement"), dated as of this ____ day of October 2004, is made by and between Renaissance Development, an Oregon corporation (the "Applicant"), the City of Wilsonville, an Oregon municipal corporation (the "City"), and the Urban Renewal Agency of the City of Wilsonville (the "Agency").

RECITALS

- A. The Applicant has filed a land use application (03DB43) with the City to develop Renaissance at Canyon Creek, a 19.34-acre, proposed 63-lot residential subdivision, located south of Boeckman Road east of the proposed extension of Canyon Creek South and west of Canyon Creek North (the "Project Property").
- B. The land use application consists of a Comprehensive Plan Map Amendment, a Zone Map Amendment, Stage I Preliminary Plan approval, Stage II Final Plan Approval, Tentative Subdivision approval and a Type C Tree Removal permit (together, the "Application").
- C. In connection with the approval of the Application certain conditions of approval will be or have been imposed, including but not limited to, certain infrastructure improvements and the requirement to pay Systems Development Charges ("SDC"). All of the infrastructure improvements contemplated by this Agreement are, or will be, set forth as conditions of approval for the Application and, to proceed with the development on the Project Property, the Applicant will be required to complete the infrastructure improvements set forth in this Agreement. Some of the infrastructure improvements required as conditions of approval, and required under this Agreement, are necessary to mitigate the impacts created by the development onto the City's infrastructure, while other conditions are not roughly proportional to the mitigation required by the development. The purpose of this Agreement, therefore, is to delineate how the City or the Agency will reimburse the Applicant for making the identified infrastructure improvements through SDC credits, cash, or both.
- D. The parties desire to set forth the respective obligations of the parties with respect to the infrastructure improvements, SDC charges, SDC credits and reimbursements.

AGREEMENT

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

I. GENERAL PROVISIONS

A. Development Restrictions

1. Pre-Approval Construction

Timely commencement in the dry season of certain infrastructure improvements, specifically the 'offsite' improvements associated with the extension of Canyon Creek North and storm drain construction within certain sensitive areas is important to the parties. The City has agreed to expedite the review of the necessary construction plans for the aforementioned infrastructure and the Applicant has agreed to acquire all the necessary permits, approvals, easements (permanent and construction), rights-of-entry from the respective impacted agencies and/or properties. The City and the Applicant expect construction of these improvements to commence in September 2004.

The City agrees to review construction plans for both on-site and off-site improvements in advance of final land use permit approvals, subject to Staff availability. Pre-approval of construction plans will allow project construction to proceed following land use approvals, payment of all fees, permits, plan reviews, other required approvals, easements (permanent and construction), and rights-of-entry from the respective impacted agencies and/or properties and prior to adjustments in the City's Capital Improvement Plan (which is currently in process), as required.

2. Post-Approval Construction

Construction within the project site will not be allowed until the final land use decision has been approved by City Council and the applicable appeal period has passed. But, at the Applicant's own risk, it may proceed prior to the expiration of the appeal period.

B. System Development Charges

The SDC rates increased 3.2% July 1, 2004. The changes in rates are reflected herein. Except as provided below, all estimated SDC charges are based on the applicable SDC rate in effect upon the effective date of this Agreement.

1. SDC Calculations

a) Street SDC

Based on information provided by the Applicant, the City estimates that the total street SDC charges for full development of the Project Property will be \$311,697, (which includes both the Street SDC and the

I-5/Wilsonville Road Interchange Supplemental SDC as reflected in the breakdown below).

- The total Street SDC charges shall be \$172,103.
- The total supplemental street SDC charges will be \$139,594. However, the supplemental SDC is not eligible for Credits related to this development.

Notwithstanding anything to the contrary, irrespective of when the street SDC is assessed, the applicable street SDC rate (exclusive of Supplemental Street SDCs) shall be the rate in effect on the effective date of this Agreement.

b) Parks SDC

Based on information provided by the Applicant, the City estimates that the total Parks SDC charges for full development of the Project Property will be \$136,880.

c) Water SDC

Based on information provided by the Applicant, the City estimates that the total Water SDC charges for full development of the Project Property will be \$248,862.

d) Storm SDC

Based on information provided by the Applicant, the City estimates that the total Storm SDC charges for full development of the Project Property will be \$26,904, (not including the impervious surface area charge @ \$.16/sq. ft.).

2. SDC Credits

The Applicant shall receive SDC credits and reimbursement by the City and the Agency for improvements and right-of-way dedications and acquisitions in excess of those required to serve the development of the Project Property subject to the limitations/requirements of the City's SDC Ordinance. The improvements and right-of-way dedications eligible for SDC credits are as set forth in this Agreement.

The amount of SDC credits for the eligible Improvements shall be based on the actual costs incurred by the Applicant in the construction of such improvements, as evidenced by itemized invoices or other documentation reasonably satisfactory to the City to determine the actual costs of construction and the appropriate credit therefore.

Although not binding on the parties, the estimated construction costs, SDC credits and reimbursement amounts are as set forth herein and as set forth in that certain spreadsheets with notes prepared by the Applicant's consultant, SFA Design Group, attached as Exhibit A. The City has preliminarily reviewed the estimated costs concurs with the estimate as based on the contract between Renaissance Homes and Bones Construction. (Exhibit D and the Applicant has agreed to provide the City and the Agency with any updates to the contract costs. If the approved costs are expected to materially increase due to changed circumstances or other event, prior to incurring a material increase in costs, the Applicant shall notify the City and allow the City to review and investigate the increased cost and the reasons therefor. Should the City fail to object within three business days following receipt of information from the Applicant reasonably sufficient to allow the City to respond, then the City shall be deemed to have accepted the cost increase. If the parties are unable to resolve the dispute regarding the cost increase, the dispute shall be settled pursuant to the dispute resolution provisions of this Agreement.

The Applicant shall also receive SDC credits for design and engineering in connection with the construction of the eligible improvements in an amount equal to the proportionate cost of the City's portion of the improvements, as calculated based on the actual costs of construction or, at the Applicant's option and subject to the City's reasonable approval, as set forth in itemized invoices properly documenting the actual design and engineering costs. The estimated costs are shown in Exhibit A in the amount of \$15,172.50. The documentation of the design and engineering costs shall also include documentation of the breakdown of those costs between the Applicant and the credits to the Applicant against applicable SDCs and the costs of the Urban Renewal portion of the project.

C. Road Improvements

The following transportation and street related infrastructure improvements are each required as conditions of approval for the Application. Pursuant to the applicable conditions of approval, the Applicant will be required to construct the improvements, but the costs thereof shall be reimbursable, as described herein.

1. Canyon Creek South (NEW) Improvements

The Applicant, the City and the Agency, as appropriate, will be required to secure the necessary permanent/temporary construction easements to allow the Applicant to construct the curb/gutter, sidewalk, landscaping, streetlights and first 24 feet of paving for the section of the new Canyon Creek South abutting the Project Property from Sta: 10+40 to 22+04. No SDC credits are available for this portion of the improvements. Any improvements over the first 24 feet are, however, creditable, as reflected on Exhibit B.

The Applicant shall construct, but the City will be responsible for the costs associated with a full 48-foot wide roadway section including curb/gutter, sidewalks (both sides), landscaping and streetlights extending south from Boeckman Road to Sta: 8+41. The Applicant shall also construct and for the costs associated with a 24-foot wide half street roadway section from Sta: 8+41 to 8+71 in consideration of city payment for applicant frontage in the 48-foot section. The costs associated with the construction of this section of Canyon Creek South are estimated at \$272,314 including design and storm drainage improvements necessary to construct the road. Street SDC credits are estimated at \$125,000 and payment from Urban Renewal District Project 4102 in the amount of \$147,315

Notwithstanding anything to the contrary in this Agreement, the Applicant shall be required to install concrete pavement when making these street improvements.

2. Modifications at Existing Canyon Creek/Boeckman Intersection

The Applicant shall install and construct those improvements approved by the City to close off the existing intersection of Canyon Creek Road and Boeckman Road. Upon such closure, the Applicant shall install an emergency access gate, including asphalt pavings, approved locks, and required earthwork to close the intersection to general traffic. A turn-around, capable of allowing the proper turning radius for fire apparatus shall also be constructed at the northern terminus of the existing Canyon Creek Road, south of the gate. The proposed closure improvements are described on Exhibit A.

This portion of the improvements is fully creditable against SDC's. The parties estimate that the cost of improvements eligible for SDC credits is \$18,460, as shown on Exhibit A including engineering and design.

3. Road Right-of-Way

a). Dedication and Acquisition

The City shall be responsible for the acquisition of the right-of-way, easements and other rights of entry, as shown on Exhibit B. Such right-of-way shall be acquired by the City as soon as possible after the effective date of this Agreement as in full accordance with all applicable laws. To the extent that any contemplated right-of-way is owned by the Applicant, the Applicant will be required to dedicate such property to the City prior to or upon recordation of the final plat.

D. Water System Improvements

The Applicant shall be responsible for constructing water line improvements associated with both Canyon Creek South and Old Canyon Creek Road, as reflected in Exhibit B.

The parties acknowledge that the portion of these costs eligible for credit against Water System SDCs will be as follows: the difference in the costs associated with a 8-inch waterline (the Applicant) and a 12-inch waterline (the City) The City will also bear the costs associated with the installation of the fire hydrants along Canyon Creek Road (old). The estimated costs of improvements eligible for SDC credits are:

1. For Canyon Creek South -, Schedule D of Exhibit A in the amount of \$88,715
2. For Old Canyon Creek Road in the amount of \$29,256 including pavement restoration and design and engineering.

E. Storm Drainage System Improvements

The Applicant will be responsible for constructing storm drainage improvements associated with Canyon Creek South, as reflected in Exhibit B. The parties acknowledge that the portion of these costs eligible for credit against Storm Drainage SDCs will follow consistent with the Creditable Sections as stated in this Agreement. The costs associated with improvements along Canyon Creek (old) will be the responsibility of the City. The estimated cost of improvements eligible for SDC credits and/or reimbursement by the City or the Agency are, as shown on Schedule A of Exhibit A.

F. Reimbursement by City and Agency

The parties acknowledge that the total improvement costs eligible for SDC credits may exceed the total SDC charges, as shown in Table 1 below. In order to offset this excess credit, the City and the Agency, as appropriate, have budgeted as appropriate the additional funds (if necessary) in the Capital Improvement Program and compensate the Applicant when the work is completed. Although not required to do so, the Applicant shall have the option of providing the City and the Agency with monthly billing statements which the City and the Agency shall timely reimburse the Applicant for all such eligible costs. Notwithstanding anything to the contrary in this Agreement, the City and the Agency shall credit or reimburse the Applicant for all amounts due hereunder no later than one, year from the completion of the improvements and receipt of final billing statement. Credits not used within one year will remain available for nine additional years.

TABLE 1

| Public Improvement | Cost Eligible for SDC Credits and URD Funding | SDC Credits and URD Funding | Total SDC Payment by Renaissance | SDC's Not Required for Credits |
|---------------------------|--|---|---|---------------------------------------|
| Street | \$290,775 | SDC Credit \$143,460 URD4102 \$147,315 | \$183,771 | \$40,311 |
| Water | \$117,971 | SDC Credit \$117,971 | \$258,993 | \$141,022 |
| Storm Drainage | \$7,551 | SDC Credit \$7,551 | \$28,728 | \$21,177 |

II. RENAISSANCE at CANYON CREEK INFRASTRUCTURE IMPROVEMENTS

A. Canyon Creek South

1. Specific Improvements

The Applicant shall be responsible for making the following improvements to Canyon Creek South (new) between Boeckman Road and the south end of the Project Property, as more particularly identified on Public Works permit drawings approved by and on file with the City, see also Exhibit B. All improvements shall comply with all applicable City standards.

- ♦ Construct 48-foot concrete (curb to curb) street improvements, including new intersection curb returns, curb, /gutter, (2) 5-foot sidewalks (2) 5-foot bikes lanes and (2) 12-foot travel lanes, and (1) 14-foot center turn lane, landscaping and street lights from the Boeckman Road to engineering station 8+41. These improvements are eligible for reimbursement by the Agency.
- ♦ Construct 24-foot concrete street improvement, including curb/ gutter, (1) 5-foot sidewalk, and (2) 12-foot travel lanes, landscaping and streetlights from Engineering station 8+41 to 8+71. These improvements are not eligible for SDC credits or through reimbursement by the Agency.

2. General Provisions

In constructing the improvements under this Section, the Applicant shall ensure that the existing curb line and sidewalk on the south side of Boeckman Road will remain in its present location, except as required to accommodate the curb radii at the new intersection with Canyon Creek South (new).

B. (Old/Existing) Canyon Creek Road

The Applicant shall be responsible for making the following improvements to the existing Canyon Creek Road (old), which serves the Bridal Trail Ranchettes Neighborhood, as more particularly identified on Public Works permit drawings approved by and on file with the City, see also Exhibit B. All improvements are eligible for SDC credits shall comply with all applicable City standards.

1. Specific Improvements

- ♦ Construct a hammerhead turn-around sufficient for fire fighting apparatus about 70 feet south of the intersection with Boeckman Road.
- ♦ Install a lock-box gate across to close the street at the intersection with Boeckman Road. The parties acknowledge that the improvements include asphalt, curbs, and retaining wall, as needed to stabilize any cuts in the bank.

C. Water System Improvements

The Applicant shall be responsible to construct water line improvements along both old Canyon Creek Road and the new Canyon Creek South, as more particularly identified on Public Works permit drawings approved by and on file with the City, see also Exhibit B. The line in Canyon Creek South will be 12-inch DIP, together with valves, as listed in Schedule D of Exhibit A. The oversizing from 8" to 12" is eligible for SDC credits. The line in Old Canyon Creek will be 8-inch DIP, together with valves, as listed on page 5 of Exhibit A. The fire hydrants on the entire Old Canyon Creek and water line improvements south of the south path from Old Canyon Creek to the Renaissance Homes local streets are eligible for SDC credits.

D. Storm Improvements

The Applicant shall be responsible for the extension of the existing storm line to complete the system from Boeckman Road to the southern terminus of the project, as associated with construction of Canyon Creek South (new). The storm line will be constructed as more particularly identified on Public Works permit drawings approved by and on file with the City, see also Exhibit B. The storm line will be designed with a minimum 12-inch diameter piping system. Portions of the Storm Drainage System are eligible for SDC credits as stated above.

E. Off-Site Storm Drainage Improvements

The applicant will also be responsible to construct certain off-site storm drainage improvements, which will serve the on-site development. System improvements will extend both east and west of the project site. These improvements are more particularly described on public works permit drawings approved and on file with the City, see also Exhibit B. These improvements are covered by a Hold Harmless Agreement executed by the Applicant for work initiated prior to final land use approvals.

A portion of these improvements will be constructed to drain to Boeckman Creek, located to the east of the project site. The east side system will extend along Old Canyon Creek Road to Tax Lot 1200, 3 1W 13B (Zimmerman property). The Applicant has obtained a utility easement and temporary construction easement from the owner of this property, thereby having right of entry to perform the work.

The other portion of these improvements will be constructed to drain to the Seely Ditch basin, located west of the project site. The west side system will extend across Tax Lot 2691, Map 3 1W 13B, which is owned by Mentor Graphics Corporation. The Applicant has obtained a utility easement and temporary construction easement from the owner of this property, thereby having right of entry to perform the work.

These off-site improvements serve the proposed development and are not oversized to serve other properties. Therefore they are not eligible for SDC credits.

III. GENERAL OBLIGATIONS

A. Interconnection and Coordination

In constructing the improvements required under this Agreement, the Applicant shall coordinate with all appropriate jurisdictions, private utilities, including Clackamas County.

B. Landscaping

The Applicant shall install all required landscaping along the entire frontage of the Project Property consistent with all applicable City ordinances.

C. Plans and Construction

The City shall be responsible for reviewing and approving all plans, and shall inspect the Project Property and all required improvements.

The Applicant shall be responsible for the payment of all applicable Public Works permit fees.

D. Costs

Both parties acknowledge that the costs set forth in this Agreement are estimates only and that the final costs of the improvements required under this Agreement may vary based on final design approval and actual construction costs.

E. PUBLIC WORK PROVISIONS

To the extent that the improvements contemplated hereunder are considered "Public Works," the Applicant shall comply with applicable provisions of the prevailing wage law set forth in ORS Ch. 279.

IV. MISCELLANEOUS PROVISIONS

A. Further Assurances

Each party shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder in good faith, to carry out the intent of the parties hereto.

B. Modification or Amendment

No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by the parties hereto.

C. Relationship

Nothing herein shall be construed to create an agency relationship or a partnership or joint venture between the parties.

D. Burden and Benefit; Assignment

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties and their successors and assigns. The Applicant covenants and agrees that it shall notify any successor in interest or any tenant on the Project Property of The Applicant obligations under this Agreement. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

E. No Continuing Waiver

The waiver of either party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

F. Applicable Law

This Agreement shall be interpreted under the laws of the State of Oregon.

G. Legal Fees

If either party commences legal proceedings, including arbitration or mediation, for any relief against the other party arising out of or related to this Agreement, or the breach thereof, the losing party shall pay the prevailing party's legal costs and expenses, including, but not limited to, arbitration costs, reasonable attorney's fees and expert witness fees as determined by the court or the arbitrator, at the trial level or on any appeal.

H. Time of Essence

Time is expressly declared to be of the essence in this Agreement.

I. Notices.

All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be faxed, hand delivered, or sent by overnight courier or United States mail at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, three days after mailing by United States Mail or upon receipt if sent by courier; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal.

To City: Eldon R. Johansen
City of Wilsonville
30000 S.W. Town Center Loop East
Wilsonville, OR 97070

To The Applicant: Randy Sebastian
Renaissance Development Corporation
1672 SW Willamette Falls Drive
West Linn, OR 97068
Fax: (503) 656-1601

With a copy to: Ben Altman
Urban Solutions
PO Box 4063
Wilsonville, OR 97070
Fax: (503) 682-9365

Matt Sprague
SFA Design Group
9020 SW Washington Square Drive, Suite 350
Portland, OR 97223
Fax: (503) 643-7905

J. Rights Cumulative

All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of an in addition to, but not restrictive or in lieu of, those conferred by law.

K. Counterparts

This Agreement may be executed in several counterparts, each of, which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

L. No Third Party Beneficiaries

None of the duties and obligations of any party under this Agreement shall in any way or in any manner be deemed to create any rights in, any person or entity other than the parties hereto.

M. Dispute Resolution

1. Mediation.

All disputes arising out of this Agreement shall first be submitted to mediation. Either party desiring mediation shall provide the other party with a written notice (the "Request to Mediate") which shall set forth the nature of the dispute. The parties shall in good faith cooperate in the selection of a mediator and may adopt any procedural format that seems appropriate for the particular dispute. In the event a written settlement agreement is not executed by the parties, in the parties' sole discretion, within twenty (20) days from the date of the Request to Mediate or such longer time frame as may be agreed upon in writing by the parties, then either any party may make demand for arbitration pursuant to the following paragraph.

2. Arbitration

Any dispute arising under this Agreement, which is not resolved through mediation, may be submitted by either any party to arbitration conducted in Portland, Oregon before a single arbitrator selected by mutual agreement of the parties. The arbitrator shall have substantial experience in commercial real estate and construction disputes. If the parties are unable to mutually select an arbitrator within 20 days,

then each party shall select an arbitrator and the two arbitrators shall select a single arbitrator. Judgment upon the arbitrator's award may be entered in any court having jurisdiction of the matter.

N. Effect of Other Approvals.

The City and The Applicant agree and acknowledge that the conditions of approval and the improvements required under this Agreement are based upon the expected build-out of the Project Property as set forth in the Application. If, for whatever reason, The Applicant cannot develop the Project Property as anticipated in the Approvals, The Applicant shall have the right, but not the obligation, to declare this Agreement null and void, by providing written notice to the City. Upon such declaration neither party shall have any further obligations under this Agreement except that each party shall be responsible for the payment of money, the crediting or payment SDC charges for obligations or work completed prior to the date of termination. For example, should The Applicant complete improvements required under this Agreement and then terminate this Agreement pursuant to this section, then the City shall be obligated to provide the required SDC credits to The Applicant for such work.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first written above.

RENAISSANCE:

Renaissance Development, an Oregon Corporation

By _____

Its _____

Date: _____

CITY:

City of Wilsonville an Oregon municipal Corporation

By _____

Its _____

Date: _____

AGENCY:

Urban Renewal Agency of the City of
Wilsonville

By _____

Its _____

Date: _____

Exhibit A – SFA Design Group Engineers Estimate

Exhibit A – Exhibit of City's Improvements

Exhibit C – Exhibit of City's Right-of-Way Acquisition

Exhibit D – Contract Between Bones Construction and Renaissance Homes Dated
Dated September 3, 2004

Exhibit E – City's Adjustments to Schedule of Prices 10/14/04

Construction Cost Estimate
City of Wilsonville Off-Site Improvement Costs

Renaissance at Canyon Creek
Job No. 106-001

| | |
|--|----------------------------|
| <u>OFF-SITE - CANYON CREEK SOUTH</u> | |
| SCHEDULE A - GRADING & STREET CONSTRUCTION | <u>\$207,877.91</u> |
| SCHEDULE B - SITE DRAINAGE | <u>\$39,681.00</u> |
| SCHEDULE D - WATER SYSTEM | <u>\$80,650.00</u> |
| GRAND TOTAL CANYON CREEK SOUTH | <u>\$328,208.91</u> |
| | |
| <u>OFF-SITE - OLD CANYON CREEK ROAD</u> | |
| SCHEDULE A - GRADING & STREET CONSTRUCTION | <u>\$24,222.00</u> |
| SCHEDULE B - SITE DRAINAGE | <u>\$6,870.00</u> |
| SCHEDULE D - WATER SYSTEM | <u>\$18,656.00</u> |
| GRAND TOTAL OLD CANYON CREEK ROAD | <u>\$49,748.00</u> |
| | |
| <u>TOTAL OFF-SITE IMPROVEMENT COSTS</u> | <u>\$377,956.91</u> |

Reviewed by: SRH _____

Date: 10-11-04 _____

Revised Date / int'l : 10/14/04 srh _____

Note: The following qty's and prices are based off of Sheet 1 of 1 of the Exhibit of City's Improvements dated 10/08/04.

**City of Wilsonville Improvement cost
Renaissance at Canyon Creek**

SCHEDULE OF PRICES

| BID ITEM | DESCRIPTION OF WORK | Quantity | Unit | Unit Price | TOTAL AMOUNT |
|--|--|----------|------|------------|---------------------|
| SCHEDULE A - Off-Site GRADING & STREET CONSTRUCTION - Canyon Creek South | | | | | |
| 1 | Mobilization | 1.00 | LS | 2,500.00 | \$2,500.00 |
| 2 | Excavation | 2,430.00 | CY | 4.00 | \$9,720.00 |
| 3 | Clear & Grub | 1.00 | LS | 2,500.00 | \$2,500.00 |
| 4 | Stripping 6" | 633.00 | CY | 1.50 | \$949.50 |
| 5 | Haul Off | 3,063.00 | CY | 4.80 | \$14,702.40 |
| 6 | Bio-bag Barrier | 4.00 | EA | 130.00 | \$520.00 |
| 7 | Canyon Creek South - 7" PCC | 3,796.00 | SY | 23.00 | \$87,308.00 |
| 8 | Off-site 10" rock section Leveling Course - 2" of 3/4"-0, 8" of 1 1/2"-0 | 1,167.00 | CY | 24.03 | \$28,043.01 |
| 9 | Curb and Gutter | 1,449.00 | LF | 6.80 | \$9,853.20 |
| 10 | Fire Lane Curb | 1.00 | LS | 1,200.00 | \$1,200.00 |
| 11 | 5' Concrete Sidewalk | 1,441.00 | LF | 12.80 | \$18,444.80 |
| 12 | Wheel Chair Ramps | 4.00 | EA | 1,000.00 | \$4,000.00 |
| 13 | Saw Cut | 127.00 | LF | 1.00 | \$127.00 |
| 14 | Utility Crossings | 1.00 | LS | 2,200.00 | \$2,200.00 |
| 15 | Street Trees with Root Protection | 12.00 | EA | 275.00 | \$3,300.00 |
| 16 | Street Signs | 1.00 | LS | 1,200.00 | \$1,200.00 |
| 17 | Street Lights | 6.00 | EA | 1,300.00 | \$7,800.00 |
| 18 | Street Barricades | 2.00 | EA | 1,200.00 | \$2,400.00 |
| 19 | Sidewalk Barricades | 1.00 | EA | 610.00 | \$610.00 |
| 20 | Monuments | 4.00 | EA | 450.00 | \$1,800.00 |
| 21 | Permanent / Temp Striping | 1.00 | LS | 5,200.00 | \$5,200.00 |
| 22 | Traffic Control | 1.00 | LS | 3,500.00 | \$3,500.00 |
| Subtotal for Schedule A - Off-site Grading & Street Construction - Canyon Creek South | | | | | \$207,877.91 |

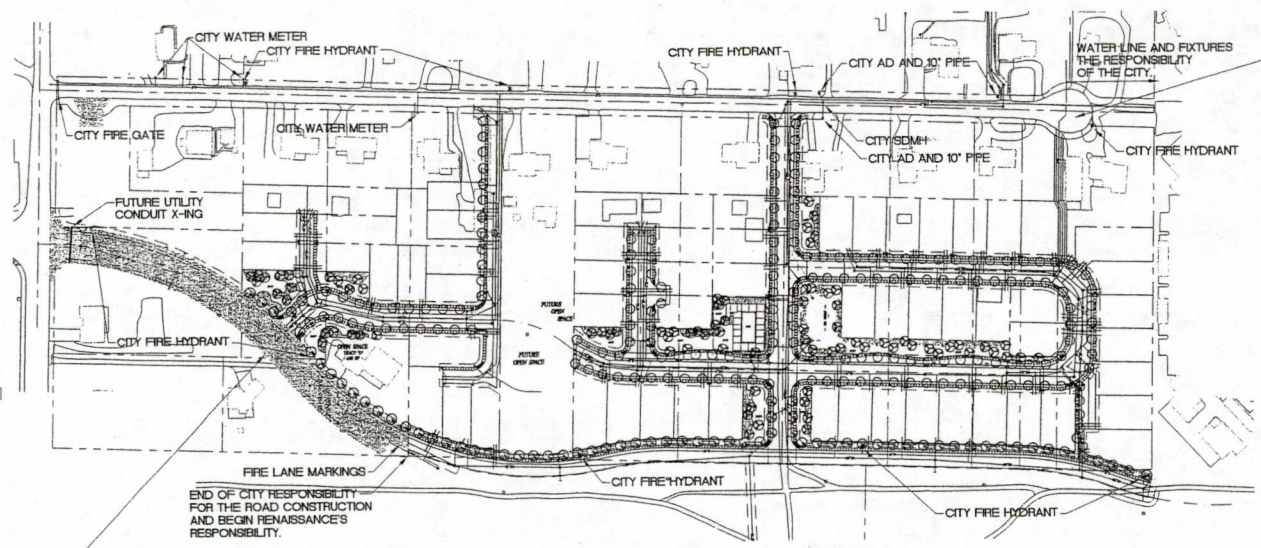
| BID ITEM | DESCRIPTION OF WORK | Quantity | Unit | Unit Price | TOTAL AMOUNT |
|---|---------------------------------|----------|------|------------|--------------------|
| SCHEDULE A - GRADING & STREET CONSTRUCTION - OLD CANYON CREEK ROAD | | | | | |
| 1 | Mobilization | 1.00 | LS | 1,500.00 | \$1,500.00 |
| 2 | Excavation | 120.00 | CY | 6.00 | \$720.00 |
| 3 | Haul Off | 120.00 | CY | 4.00 | \$480.00 |
| 4 | Emergency Access Gate | 1.00 | LS | 10,900.00 | \$10,900.00 |
| 5 | Saw Cut | 482.00 | LF | 1.00 | \$482.00 |
| 6 | Pavement Restoration | 1.00 | LS | 7,440.00 | \$7,440.00 |
| 7 | HammerHead Turn-Around Complete | 1.00 | LS | 2,700.00 | \$2,700.00 |
| Subtotal for Schedule A - Off-site Grading & Street Construction - Old Canyon Creek Road | | | | | \$24,222.00 |

**City of Wilsonville Improvement Costs
Renaissance at Canyon Creek**

SCHEDULE OF PRICES

| BID ITEM | DESCRIPTION OF WORK | Quantity | Unit | Unit Price | TOTAL AMOUNT |
|--|--|----------|------|------------|--------------------|
| SCHEDULE B - Off-Site - SITE DRAINAGE - Canyon Creek South | | | | | |
| The following is furnish and install complete | | | | | |
| 1 | Install 10" D-3034 PVC pipe with Granular Backfill | 125.00 | LF | 21.00 | \$2,625.00 |
| 2 | Install 12" D-3034 PVC pipe with Granular Backfill | 758.00 | LF | 32.00 | \$24,256.00 |
| 3 | Construct Standard Manhole | 4.00 | EA | 1,800.00 | \$7,200.00 |
| 4 | Construct CG-48 Oversize, complete in place | 4.00 | EA | 1,100.00 | \$4,400.00 |
| 5 | Remove Area Drain and plug existing pipe | 1.00 | LS | 1,200.00 | \$1,200.00 |
| Subtotal for Schedule B - Off-Site - Site Drainage - Canyon Creek South | | | | | \$39,681.00 |

| BID ITEM | DESCRIPTION OF WORK | Quantity | Unit | Unit Price | TOTAL AMOUNT |
|---|---|----------|------|------------|-------------------|
| SCHEDULE B - Off-site - SITE DRAINAGE - Old Canyon Creek Road | | | | | |
| The following is furnish and install complete | | | | | |
| 1 | Install 10" C-900 pipe with Granular Backfill | 69.00 | LF | 30.00 | \$2,070.00 |
| 2 | Construct Standard Manhole | 1.00 | EA | 1,800.00 | \$1,800.00 |
| 3 | Install Area Drain, complete in place | 3.00 | EA | 1,000.00 | \$3,000.00 |
| Subtotal for Schedule B - Off-Site - Site Drainage - Canyon Creek Road | | | | | \$6,870.00 |



OFF-SITE IMPROVEMENTS - OLD CANYON CREEK ROAD

| ITEM | UNITS | QUANTITY |
|-------------------------------|-------|----------|
| 8" WATERLINE DIP | LF | 154 |
| FIRE HYDRANT ASSEMBLY | EA | 4 |
| 8" GATE VALVES | EA | 1 |
| EMERGENCY ACCESS GATE | LS | 1 |
| HAMMERHEAD TURN-AROUND | LS | 1 |
| DITCH INLET AREA DRAIN | EA | 3 |
| STORM DRAIN MANHOLE | EA | 1 |
| 12" C-100 W/GRANULAR BACKFILL | LF | 69 |
| WATER METER | EA | 4 |
| SAWCUT | LF | 482 |
| PAVEMENT RESTORATION | LS | 1 |
| FIRE LANE SKINS | LS | 1 |
| 2" BLOW-OFF ASSEMBLY | EA | 1 |


OFF-SITE IMPROVEMENTS - CANYON CREEK SOUTH

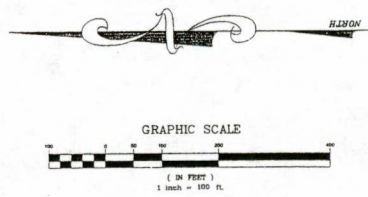
| ITEM | UNITS | QUANTITY |
|----------------------------|-------|----------|
| CONCRETE - 7" PCC | SY | 3796 |
| 12" BASE ROCK | CY | 167 |
| CURB & GUTTER | LF | 1449 |
| 5' SIDEWALK | LF | 1441 |
| STRIPING | LS | 1 |
| STREET LIGHTS | EA | 6 |
| CATCH BASINS | EA | 4 |
| STORM DRAIN MANHOLES | EA | 4 |
| 12" STORM LINE | LF | 298 |
| 18" STORM LINE | LF | 125 |
| SAWCUT | LF | 127 |
| WHEELCHAIR RAMPS | EA | 4 |
| REMOVE AD & CAP PIPE | LS | 1 |
| FUTURE UTIL. CONDUIT X-ING | LS | 1 |
| CL. MONUMENTATION | EA | 4 |
| FIRE LANE CURB | LS | 1 |
| STREET TREES WITH ROOT | EA | 12 |

PROTECTION

MAINLINE UPSIZING - CANYON CREEK SOUTH

| ITEM | UNITS | QUANTITY |
|-----------------------|-------|----------|
| 12" WATERLINE | LF | 2095 |
| 12" WATER TAP | LS | 1 |
| 12" BUTTERFLY VALVE | EA | 5 |
| FIRE HYDRANT ASSEMBLY | EA | 5 |
| 8" WATERLINE DIP | LF | 85 |
| 8" GATE VALVES | EA | 3 |
| 2" BLOW-OFF ASSEMBLY | EA | 3 |
| 4" BLOW-OFF ASSEMBLY | EA | 1 |

LEGEND
 DENOTES AREAS OF IMPROVEMENTS WHOSE COSTS ARE THE RESPONSIBILITY OF THE CITY OF WILSONVILLE.



SFA Design Group, LLC
 2150 N. W. Washington Street, Suite 200
 Portland, Oregon 97227
 Tel: (503) 441-1999
 Fax: (503) 441-1998
 www.sfaeng.com



EXHIBIT OF CITY'S IMPROVEMENTS
 RENAISSANCE AT CANYON CREEK

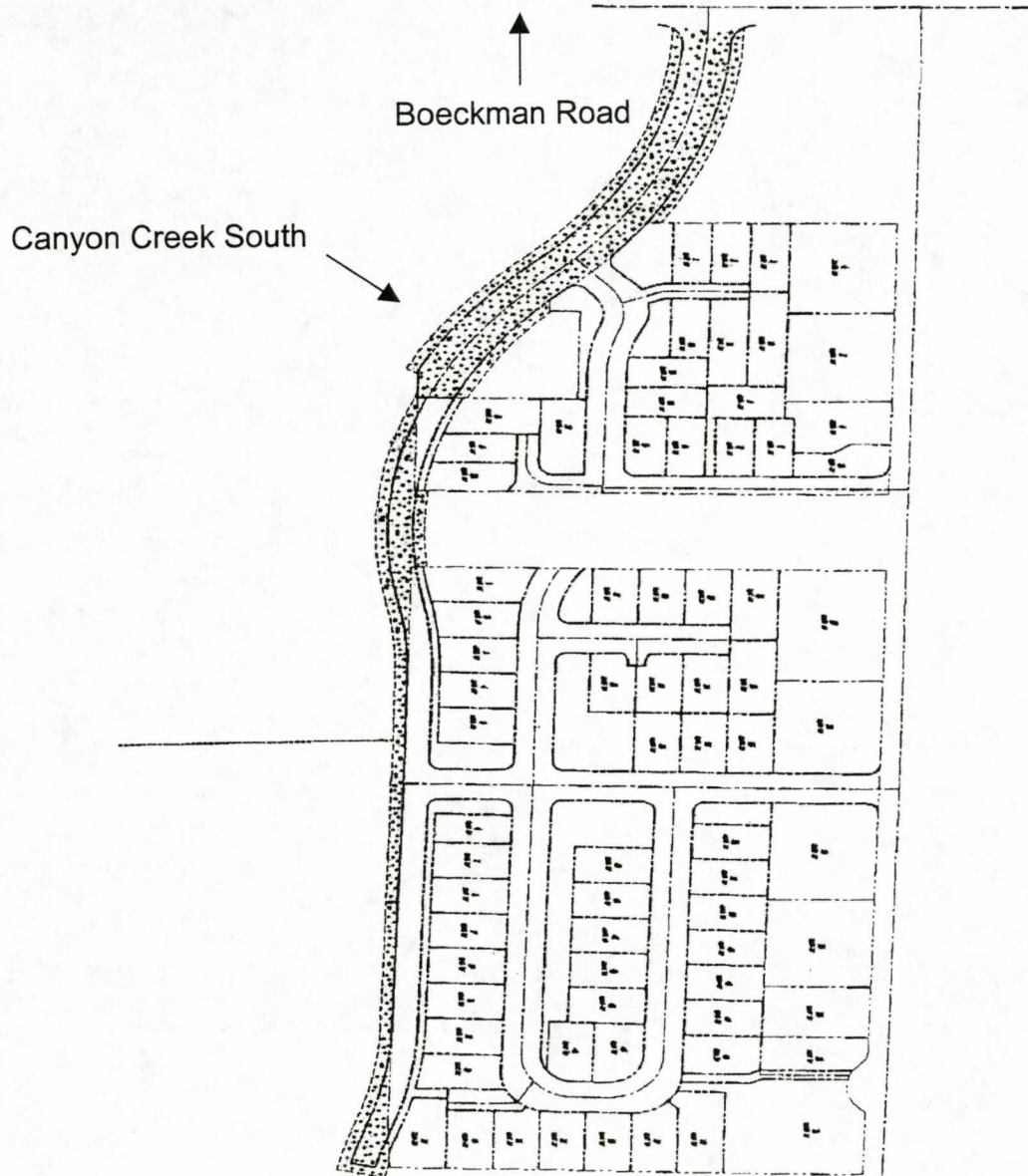
| NO. | DATE | BY | REVISION |
|-----|------|----|----------|
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|----------------------|----------|-------------|------|
| DESIGNED BY | DATE | DRAWN BY | DATE |
| REVIEWED BY | DATE | PROJECT NO. | REV. |
| SCALE | 1" = 80' | NO. | NA |
| PROJECT CANYON CREEK | | | |
| NO. 006-001 | | | |
| TYPE CONSTRUCTION | | | |

Exhibit B

Exhibit C

Development Agreement Between Renaissance Homes,
the City of Wilsonville and the Wilsonville Urban Renewal Agency



CONTRACT AGREEMENT

IN CONSIDERATION of the covenants and agreements hereinafter contained and the payments to be made, Contractor and Owner make the following agreements:

1. PARTIES:

BONES CONSTRUCTION INC.
 3508 SW 209th
 Aloha OR, 97007
 hereinafter referred to as "Contractor"
 Reg. # _____, State of Oregon
 Federal Tax ID # _____
 CCB# _____

RENAISSANCE DEVELOPMENT, CORP.
 1672 SW Willamette Falls Drive
 West Linn, OR 97068
 hereinafter referred to as "Owner"

2. THE WORK/TOTAL CONTRACT PRICE:

2.1 The Work. Contractor hereby agrees to furnish all materials and labor necessary to complete construction of site work for Renaissance at Canyon Creek in Clackamas County, Oregon. The attached exhibit "A", BID PROPOSAL, defines the entire scope of work and quantities associated with this contract. Owner recognizes that additional items will arise and warrant a change order to this agreement as an additional expense to the owner.

2.2 Total Contract Price. Owner hereby agrees to pay Contractor \$ _____, as more fully described in the BID PROPOSAL, attached hereto and incorporated herein by this reference as Exhibit "A."

2.3 The Work is to be completed per those Engineering Plans developed by SFA Design Group, dated _____ and approved by Owner, copies of which have been furnished to the Contractor, receipt of which is hereby acknowledged.

3. COMPLETION OF WORK; FORCE MAJEURE:

3.1 Contractor agrees that all work will be completed in a timely and workmanlike manner according to standard industry practices as more fully described in the PROJECT SCHEDULE, attached hereto and incorporated herein by this reference as Exhibit "B."

3.2 Any delay beyond Contractor's control, including, but not limited to, acts of nature, any act or omission of Owner, labor disputes or disturbances, natural disasters, utility or communications failure, war, actions, restrictions, regulations, or orders of any

government agency or subdivision thereof and unavailability or discontinuance of equipment or merchandise shall entitle Contractor a request for an extension of time in which to complete its work for written approval by Owner.

4. CONTRACTOR'S PAYMENT FOR LABOR AND SUPPLIES:

4.1 Provided timely payments are made by Owner as required herein, then Contractor shall make timely payments to all workers and to all persons supplying materials and supplies for the work to be performed by Contractor under this Contract Agreement.

4.2 If requested, Contractor shall provide material and supplier's lien releases upon payment of progress billings.

4.3 If requested, Contractor shall provide a list of all subcontractors to be used on the job.

4.4 Contractor shall indemnify, defend and hold harmless the Owner, against liens by subcontractors.

5. CLAIMS FOR EXTRA WORK:

5.1 Any item or quantity not included in the attached Exhibit "A" will be billed separately.

5.2 Owner will pay for extra work performed and materials furnished by Contractor as detailed on a written Change Order by Owner.

6. BASIS AND SCOPE OF PAYMENT: Payment will be made to Contractor for work fully or substantially performed and completed at the price specified in Exhibit "A", another bid accepted by Owner for work not originally covered by this contract, or by written Change Order, in accordance with Section 7 and 8 below.

7. PROGRESS PAYMENT: Owner will pay Contractor payments on a monthly basis as the work progresses for total quantities completed. Billing and payment shall be based on the percentage of the work completed by Contractor plus any materials delivered to the job site and installed as of the billing date. Contractor shall submit billings to Owner no later than the 25th day in the calendar month. Owner shall pay Contractor within fifteen (15) days after the date of Contractor billing statement.

8. FINAL PAYMENT:

8.1 Upon Contractor satisfying requirements of Owners punch list and obtaining final completion by the governing agencies, Owner will release and pay any remaining amounts including but not limited to contingencies that are due Contractor under this Agreement within thirty (30) days after the date of Contractor's final billing statement.

8.2 Owner's final payment shall constitute a waiver of all claims against Contractor except those arising from failure of the Work to comply with the requirements of Section 2 hereinabove.

9. HAZARDOUS MATERIALS: If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to the Owner. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract shall be extended appropriately and the Contract amount shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

10. TIME OF THE ESSENCE: It is expressly agreed that time is of the essence of this Agreement.

11. ARBITRATION:

11.1 Claims disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association rule current in effect unless otherwise agreed by the parties.

11.2 Demand for arbitration shall be filed in writing with the other party to this Contract Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in questions would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Nothing herein shall be deemed to prevent the parties from agreeing to mediation.

11.3 Place of Arbitration and Venue . The place of arbitration shall be Multnomah County. In the event that this arbitration clause is inapplicable or not enforceable for any reason and either party chooses to file an action or suit, then such action or suit shall be brought and heard in the appropriate court in Multnomah County. The parties expressly consent to the jurisdiction of such court.

12. INDEMNIFICATION: To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, and its agents and employees, or any of them, from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees and costs arising out of, or resulting from, any acts or omissions of Owner.

13. ATTORNEY FEES: In the event arbitration, suit or action is instituted to interpret or enforce the terms of this Agreement, including any action or participation in or in connection with a case or proceeding under any Chapter of the Bankruptcy Code, or upon any appeal from any judgment, order, or decree the prevailing party shall be entitled to such sums as may be adjudged reasonable as attorney's fees in addition to all other sums provided by law.

14. ADDITIONS AND DELETIONS: No additions, deletions or modifications of this Agreement shall be valid unless in writing and signed by the parties hereto. This agreement shall be conclusively considered as containing and expressing all the terms and conditions agreed upon by the parties.

15. COMPLIANCE WITH LAWS: Contractor agrees to comply with all applicable Federal, State, and local laws, regulations and standards including without limitations, those governing labor, safety, health and sanitation.

16. INSURANCE REQUIREMENTS:

16.1 It is necessary that Contractor furnish evidence of its insurance carried, as set out Below:

16.1.1. All certificates and policies will show Owner, as an Additional Insured with respect to Contractors operations and provide 30 days written notice of any cancellation or material change in the insurance afforded.

16.1.2. Failure to so provide will be grounds to stop Contractor from performing the Work or rendering services of any kind on Owner's property.

17. COVERAGE REQUIRED:

17.1 Contractor shall provide coverage in the minimum amounts as follows:

Worker's Compensation, employers' liability and occupational disease in accordance with the laws of the state in which the work is to be performed, and having an employer's liability limit of at least \$500,000.

Contractor's Commercial general liability insurance including, but not limited to, blanket contractual liability, owners/contractors protective (OCP), product completed operations, broad-form property damage, personal injury, non-owned, hired/leased auto liability, and a cross-liability clause, with a minimum combined single limit liability: \$1,000,000 each occurrence.

Automobile Liability Insurance with a minimum combined single limit liability of 1,000,000 which identifies the project site.

18. SUPPLEMENTAL ATTACHMENTS: The parties agree that the following listed documents, copies of which are attached hereto and incorporated herein by this reference, are hereby made a part of this Agreement; Owner and Contractor hereby acknowledge receipt of the following listed documents:

Supplement number:

1

Description of Supplement:

Insurance Certificate / Policy

19. NO ASSIGNMENT: This Agreement may not be assigned by operation of law or otherwise, any attempted assignment shall be null and void and constitute an act of default unless such assignment is with the prior written consent of both parties, which shall not be unreasonably withheld.

20. SEVERABILITY: Should any provision of the Agreement at any time be in conflict with any law, ruling or regulation, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement is held invalid, it shall not affect the validity of the remainder of the Agreement.

21. CAPTIONS: Captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

22. EXECUTION BY OWNER: In the event Owner fails to execute this Agreement within thirty (30) days after date on which Contractor executes the Agreement, this document shall be null and void, and the parties shall have no obligation hereunder.

23. DISCLOSURE/LICENSING:

23.1 Contractor represents compliance with the contractor's licensing requirements of the State of Oregon.

23.2 The undersigned Owner and Contractor have read and fully understand the above Contract Agreement.

24. NEUTRAL INTERPRETATION: This Agreement constitutes the product of negotiations of the parties hereto; any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship hereof.


25. WAIVER: Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

26. CHOICE OF LAW AND CHOICE OF FORUM

26.1 Choice of Law . The validity of this Agreement and the rights, obligations, and relations of the parties hereunder shall be construed and determined under and in accordance with the substantive laws of the State of Oregon without regard to its principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective the day and year first written above.


BONES CONSTRUCTION INC.

By: 

Its: President

Date: 9/3/04

RENAISSANCE DEVELOPMENT CORP.

By: 

Its: COO

Date: 9/3/04

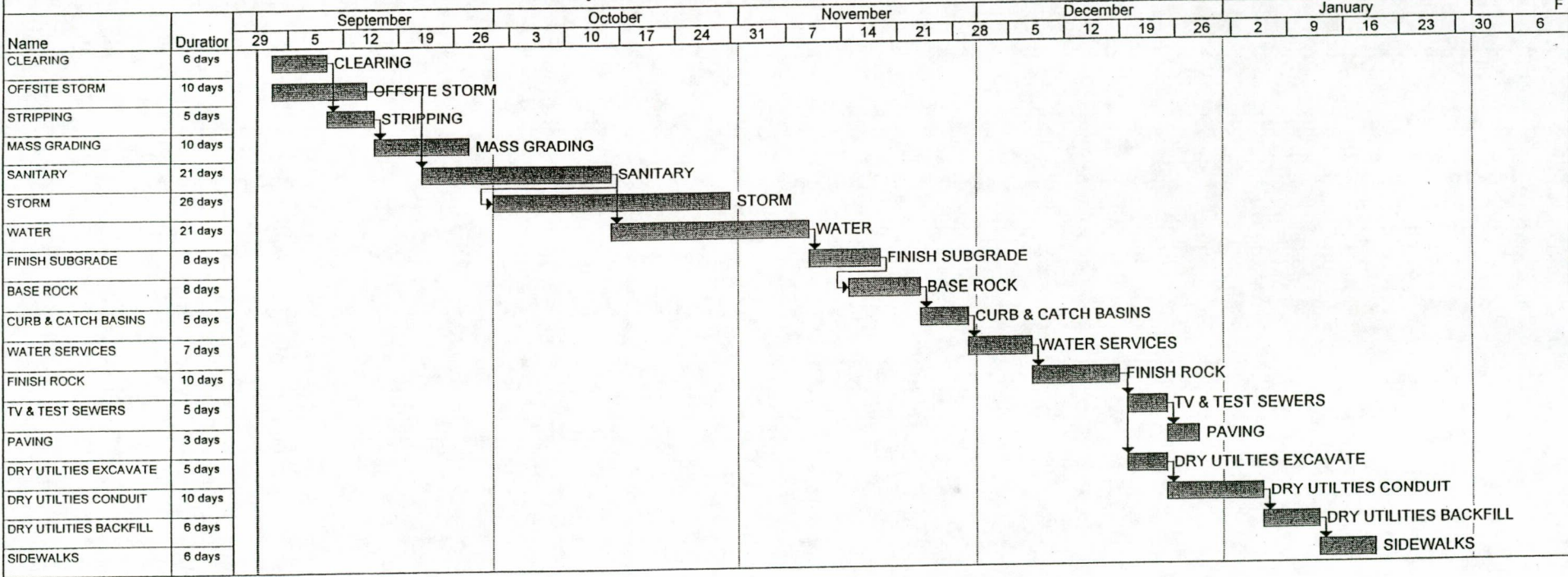
| ITEM | DESCRIPTION | UNIT | QUAN | PRICE | AMOUNT |
|-----------------------------|-----------------------------------|------|--------|---------------|---------------------|
| Grading & Street | | | | | |
| A-1 | Mobilization | LS | 1 | 25,500.00 | 25,500.00 |
| A-2 | Excavation | LS | 1 | 77,000.00 | 77,000.00 |
| A-3 | Clearing & Grubbing | LS | 1 | 36,000.00 | 36,000.00 |
| A-4 | Embankment | LS | 1 | 13,700.00 | 13,700.00 |
| A-5 | Stripping 6" | LS | 1 | 13,000.00 | 13,000.00 |
| A-6 | Hauloff Excavation | CY | 26,700 | 4.40 | 117,480.00 |
| A-7 | Inlet Protection | EA | 35 | 130.00 | 4,550.00 |
| A-8 | PCC Paving 7" | SY | 7,084 | 23.00 | 162,932.00 |
| A-9 | AC Paving 4.0" | SY | 10,781 | 8.60 | 92,716.60 |
| A-10 | Levelling Course 2" L | SY | 21,440 | 1.50 | 32,160.00 |
| A-11 | Base Rock 8" L | SY | 21,140 | 5.30 | 112,042.00 |
| A-12 | Filter Fabric | SY | 11,081 | 1.00 | 11,081.00 |
| A-13 | Curb & Gutter | LF | 7,868 | 6.80 | 53,502.40 |
| A-14 | Curb "C" | LF | 129 | 11.70 | 1,509.30 |
| A-15 | Pavement Markings, Permanent | LS | 1 | 2,800.00 | 2,800.00 |
| A-16 | Pavement Markings, Temp | LS | 1 | 2,200.00 | 2,200.00 |
| A-17 | Sidewalk 5' | LF | 4,486 | 12.80 | 57,420.80 |
| A-18 | Wheelchair Ramps | EA | 21 | 1,000.00 | 21,000.00 |
| A-19 | Construction Entrance | EA | 2 | 1,300.00 | 2,600.00 |
| A-20 | Driveway, Commercial | EA | 3 | 1,200.00 | 3,600.00 |
| A-21 | Driveway, Commercial - Pond | EA | 1 | 960.00 | 960.00 |
| A-22 | Pond Access Rock 10" by 15' | EA | 1 | 2,700.00 | 2,700.00 |
| A-23 | Emerg Turnaround Grasspave a | LS | 1 | 2,700.00 | 2,700.00 |
| A-24 | Driveway Drop | EA | 57 | 30.00 | 1,710.00 |
| A-25 | Driveway to Exist House 6" | EA | 1 | 2,200.00 | 2,200.00 |
| A-26 | Sawcut | LF | 278 | 1.00 | 278.00 |
| A-27 | Retaining Wall, Rockery | SF | 225 | 16.00 | 3,600.00 |
| A-28 | Emergency Access w/ Gate | LS | 1 | 10,900.00 | 10,900.00 |
| A-29 | Traffic Control | LS | 1 | 3,700.00 | 3,700.00 |
| A-30 | Utility Trench + 1 ea 1",2",3",4" | LF | 7,997 | 8.50 | 67,974.50 |
| A-31 | Street Cross (no Conduit) | EA | 7 | 80.00 | 560.00 |
| A-32 | Transformer Pads | EA | 0 | See Next Line | |
| A-33 | Vault 644 | EA | 16 | 1,400.00 | 22,400.00 |
| A-34 | Street Signs | LS | 1 | 4,300.00 | 4,300.00 |
| A-35 | Street Lights | EA | 29 | 1,300.00 | 37,700.00 |
| A-36 | Barricade, Street | EA | 6 | 1,200.00 | 7,200.00 |
| A-37 | Barricade, Sidewalk | EA | 1 | 610.00 | 610.00 |
| A-38 | Silt Fence | LF | 3278 | 1.70 | 5,572.60 |
| A-39 | Restoration of Boeckman Slope | LS | 1 | 200.00 | 200.00 |
| A-40 | Monuments | EA | 14 | 240.00 | 3,360.00 |
| A-41 | Hauloff Strippings | CY | 9,600 | 5.20 | 49,920.00 |
| Subtotal | | | | | 1,071,339.20 |
| Storm Drain | | | | | |
| B-1 | Storm 4" Native, Lats | LF | 596 | 12.00 | 7,152.00 |
| B-2 | Storm 4" Gran, Lats | LF | 1409 | 14.00 | 19,726.00 |
| B-3 | Storm 6" Gran C-900 | LF | 11 | 16.00 | 176.00 |
| B-4 | Storm 10" Gran | LF | 635 | 21.00 | 13,335.00 |
| B-5 | Storm 10" Gran DIP | LF | 123 | 28.00 | 3,444.00 |

| ITEM | DESCRIPTION | UNIT | QUAN | PRICE | AMOUNT |
|------|--------------------------------|------|-------|----------|-------------------|
| B-6 | Storm 12" Native 200'=37%slope | LF | 336 | 20.00 | 6,720.00 |
| B-7 | Storm 12" Gran | LF | 3922 | 32.00 | 125,504.00 |
| B-8 | Storm 12" Gran C-900 | LF | 959 | 29.00 | 27,811.00 |
| B-9 | Storm 12" Gran DIP | LF | 312 | 34.00 | 10,608.00 |
| B-10 | Storm 18" Gran | LF | 559 | 41.00 | 22,919.00 |
| B-11 | Storm 18" Gran C-900 | LF | 369 | 39.00 | 14,391.00 |
| B-12 | Storm 18" Native C-900 | LF | 51 | 40.00 | 2,040.00 |
| B-13 | Storm 4" Gran, Lats at MH's | EA | 7 | 640.00 | 4,480.00 |
| B-14 | Storm 4" Native, Lats at CB's | EA | 6 | 230.00 | 1,380.00 |
| B-15 | Tee 12" x 4" | EA | 47 | 180.00 | 8,460.00 |
| B-16 | Manholes 48" | EA | 33 | 1,800.00 | 59,400.00 |
| B-17 | Manholes 60" Water Qual | EA | 2 | 6,600.00 | 13,200.00 |
| B-18 | Cleanouts 10x8 | EA | 3 | 430.00 | 1,290.00 |
| B-19 | Curb Inlets | EA | 16 | 900.00 | 14,400.00 |
| B-20 | Curb Inlets Large (CG-30) | EA | 15 | 1,000.00 | 15,000.00 |
| B-21 | Stubout at Manhole | EA | 2 | 160.00 | 320.00 |
| B-22 | WQ Swale, Complete | LF | 334 | 110.00 | 36,740.00 |
| B-23 | Pond Outlet Structures | EA | 2 | 1,300.00 | 2,600.00 |
| B-24 | Energy Dissapator | LS | 1 | 1,300.00 | 1,300.00 |
| B-25 | Riprap 50 | CY | 9 | 33.00 | 297.00 |
| B-26 | Concrete Slope Anchors | EA | 7 | 280.00 | 1,960.00 |
| | | | | | |
| | Subtotal | | 9,763 | | 414,653.00 |
| | Sanitary | | | | |
| C-1 | Sanitary 4" Native | LF | 594 | 12.00 | 7,128.00 |
| C-2 | Sanitary 4" Gran | LF | 1519 | 21.00 | 31,899.00 |
| C-3 | Sanitary 6" Gran | LF | 102 | 23.00 | 2,346.00 |
| C-4 | Sanitary 8" Gran | LF | 2847 | 30.00 | 85,410.00 |
| C-5 | Tee 6" x 4" | EA | 2 | 37.00 | 74.00 |
| C-6 | Lateral at Manhole | EA | 7 | 740.00 | 5,180.00 |
| C-7 | Wye 6" x 4" | EA | 2 | 38.00 | 76.00 |
| C-8 | Tee 8" x 4" | EA | 42 | 44.00 | 1,848.00 |
| C-9 | Wye 8" x 4" | EA | 6 | 44.00 | 264.00 |
| C-10 | Inserta Tee 4" | EA | 4 | 150.00 | 600.00 |
| C-11 | Inserta Tee 6" | EA | 1 | 270.00 | 270.00 |
| C-12 | Manholes | EA | 12 | 2,000.00 | 24,000.00 |
| C-13 | Stubout at Manhole | EA | 1 | 120.00 | 120.00 |
| C-14 | Cleanouts | EA | 5 | 370.00 | 1,850.00 |
| C-15 | Manholes, Over Existing | EA | 2 | 6,600.00 | 13,200.00 |
| C-16 | Reconstr. Existing Manholes | EA | 5 | 650.00 | 3,250.00 |
| | | | | | |
| | Subtotal | | 5,321 | | 177,515.00 |
| | Water - Onsite | | | | |
| D1-1 | Waterline 6" | LF | 130 | 23.00 | 2,990.00 |
| D1-2 | Waterline 8" | LF | 3,184 | 30.00 | 95,520.00 |
| D1-3 | Hydrant Assemblies | EA | 6 | 2,800.00 | 16,800.00 |
| D1-4 | Blowoff 2" with Valve 8" | EA | 5 | 830.00 | 4,150.00 |
| D1-5 | Gate Valves 6" | EA | 1 | 460.00 | 460.00 |
| D1-6 | Gate Valves 8" | EA | 22 | 660.00 | 14,520.00 |
| D1-7 | Services, 3/4" | EA | 58 | 330.00 | 19,140.00 |

DES - RENAISSANCE AT CANYON CRL
 Exhibit "A" (part 1 of 2)

| ITEM | DESCRIPTION | UNIT | QUAN | PRICE | AMOUNT |
|-------------------|--------------------------------|------|-------|-----------|---------------------|
| D1-8 | Services, 1" Single | EA | 6 | 380.00 | 2,280.00 |
| | | | | | |
| | Subtotal | | 3,314 | | 155,860.00 |
| | Water - Offsite | | | | |
| D2-1 | Waterline 12" | LF | 2,074 | 24.00 | 49,776.00 |
| D2-2 | Waterline 8" (existing Street) | LF | 1,890 | 29.00 | 54,810.00 |
| D2-3 | Gate Valves 8" | EA | 3 | 660.00 | 1,980.00 |
| D2-4 | Live Tap 12x8 | EA | 1 | 3,100.00 | 3,100.00 |
| D2-5 | Blowoff 2" (no 8" valve) | EA | 1 | 830.00 | 830.00 |
| D2-6 | Blowoff 4" (no 12" valve) | EA | 1 | 1,600.00 | 1,600.00 |
| D2-7 | Butterfly Valves 12" | EA | 5 | 930.00 | 4,650.00 |
| D2-8 | Live Tap 12x12 | EA | 1 | 4,000.00 | 4,000.00 |
| D2-9 | Pavement Replacement | LS | 1 | 37,200.00 | 37,200.00 |
| D2-10 | Services, 1" Single | EA | 4 | 400.00 | 1,600.00 |
| | | | | | |
| | Subtotal | | 3,964 | | 159,546.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| BID TOTALS | | | | | 1,978,913.20 |

Preliminary Schedule for RENAISSANCE at CANYON CREEK



P10

**City of Wilsonville Improvement Costs
Renaissance at Canyon Creek**

SCHEDULE OF PRICES

| BID ITEM | DESCRIPTION OF WORK | Quantity | Unit | Unit Price | TOTAL AMOUNT |
|---|---|----------|------|------------|--------------------|
| SCHEDULE D - Off-Site WATER SYSTEM - Canyon Creek South | | | | | |
| * The following is Furnish & Install complete | | | | | |
| 1 | Install 8" DIP, CI 52, with Rock Backfill, complete in place including testing | 85.00 | LF | 30.00 | \$2,550.00 |
| 2 | Install 12" DIP, CI 52, with Rock Backfill, complete in place including testing | 2,095.00 | LF | 24.00 | \$50,280.00 |
| 3 | Install 8" Gate Valve with Valve Box, complete | 3.00 | EA | 660.00 | \$1,980.00 |
| 4 | Install 12" Butterfly Valve with Valve Box, complete | 5.00 | EA | 930.00 | \$4,650.00 |
| 5 | Install Standard Fire Hydrant Assembly, complete | 5.00 | EA | 2,800.00 | \$14,000.00 |
| 6 | Install Standard 4" Blow Off Assembly, complete | 1.00 | EA | 1,600.00 | \$1,600.00 |
| 7 | Install Standard 2" Blow Off Assembly, with 8" Gate Valve, complete | 3.00 | EA | 830.00 | \$2,490.00 |
| 8 | 12" x 12" Live Tap, complete | 1.00 | EA | 3,100.00 | \$3,100.00 |
| Subtotal for Schedule D - Off-Site - Water System - Canyon Creek South | | | | | \$80,650.00 |

| BID ITEM | DESCRIPTION OF WORK | Quantity | Unit | Unit Price | TOTAL AMOUNT |
|---|--|----------|------|------------|--------------------|
| SCHEDULE D - Off-Site WATER SYSTEM - Old Canyon Creek Road | | | | | |
| * The following is Furnish & Install complete | | | | | |
| 1 | Install 8" DIP, CI 52, with Rock Backfill, complete in place including testing | 154.00 | LF | 29.00 | \$4,466.00 |
| 2 | Install 8" Gate Valve with Valve Box, complete | 1.00 | EA | 660.00 | \$660.00 |
| 3 | Install Standard Fire Hydrant Assembly, complete | 4.00 | EA | 2,800.00 | \$11,200.00 |
| 4 | Install Standard 2" Blow Off Assembly, with 8" Gate Valve, complete | 1.00 | EA | 830.00 | \$830.00 |
| 5 | * Install Single Water Service, complete | 3.00 | EA | 500.00 | \$1,500.00 |
| *1 EA. Water service (Service and SDC'S) to be paid by Owner, which City to Coordinate. | | | | | |
| Subtotal for Schedule D - Off-Site - Water System - Old Canyon Creek Road | | | | | \$18,656.00 |

Proposed Adjustments to Schedule of Prices

10/14/2004

Schedule A-Off-Site Grading & Street Construction-Canyon Creek South

| Item # | Description | Quantity | Unit | SFA unit price | SFA total | Bones Unit Price | Bones Total | Difference | Running balance |
|--------|------------------------------|----------|------|----------------|--------------|------------------|-------------|--------------|---------------------|
| | Schedule total | | | | | | | | \$282,698.50 |
| 5 | Haul off | 3063 | CY | \$7.00 | \$21,441.00 | \$4.80 | \$14,702.40 | -\$6,738.60 | \$275,959.90 |
| 6 | Bio-bag barrier | 4 | EA | \$80.00 | \$320.00 | \$130.00 | \$520.00 | \$200.00 | \$276,159.90 |
| 7 | 7" PCC | 3796 | SY | \$36.00 | \$136,656.00 | \$23.00 | \$87,308.00 | -\$49,348.00 | \$226,811.90 |
| 8 | 10" rock | 1167 | CY | \$34.00 | \$39,678.00 | \$24.03 | \$28,043.01 | -\$11,634.99 | \$215,176.91 |
| 9 | Curb & gutter | 1449 | LF | \$8.00 | \$11,592.00 | \$6.80 | \$9,853.20 | -\$1,738.80 | \$213,438.11 |
| 11 | 5" sidewalk | 1441 | LF | \$18.00 | \$25,938.00 | \$12.80 | \$18,444.80 | -\$7,493.20 | \$205,944.91 |
| 12 | Wheel Chair ramps | 4 | EA | \$650.00 | \$2,600.00 | \$1,000.00 | \$4,000.00 | \$1,400.00 | \$207,344.91 |
| 13 | Sawcut | 127 | LF | \$2.00 | \$254.00 | \$1.00 | \$127.00 | -\$127.00 | \$207,217.91 |
| 17 | Street Lights | 6 | EA | \$1,400.00 | \$8,400.00 | \$1,300.00 | \$7,800.00 | -\$600.00 | \$206,617.91 |
| 18 | Street barricades | 2 | EA | \$650.00 | \$1,300.00 | \$1,200.00 | \$2,400.00 | \$1,100.00 | \$207,717.91 |
| 19 | Sidewalk barricades | 1 | EA | \$450.00 | \$450.00 | \$610.00 | \$610.00 | \$160.00 | \$207,877.91 |
| | Design & engineering & cont. | | | | | | | | \$20,787.79 |
| | Total | | | | | | | | \$228,665.70 |
| | Street SDC credit | | | | | | | | \$125,000.00 |
| | URD Project 4102 | | | | | | | | \$103,665.70 |

Schedule A-Off-Site Grading & Street Construction-Old Canyon Creek Road

| Item # | Description | Quantity | Unit | SFA unit price | SFA total | Bones Unit Price | Bones Total | Difference | Running balance |
|--------|-----------------------|----------|------|----------------|-------------|------------------|-------------|------------|-----------------|
| | Schedule total | | | | | | | | \$56,924.00 |
| 3 | Haul off | 120 | CY | \$7.00 | \$840.00 | \$4.00 | \$480.00 | -\$360.00 | \$56,564.00 |
| 4 | Emergency access gate | 1 | LS | \$11,000.00 | \$11,000.00 | \$10,900.00 | \$10,900.00 | -\$100.00 | \$56,464.00 |
| 5 | Saw cut | 482 | LF | \$2.00 | \$964.00 | \$1.00 | \$482.00 | -\$482.00 | \$55,982.00 |
| 6 | Pavement restoration | 1 | LS | \$37,200.00 | \$37,200.00 | \$37,200.00 | \$37,200.00 | \$0.00 | \$55,982.00 |

Note: The city should only pay the pavement replacement for that part of the waterline & fire hydrant construction that requires pavement replacement. The Bones contract lists \$37,200 as the entire cost so this needs to be reduced significantly.

7 Fire lane signs

Note: We need to discuss why this is listed as a city expense.

| | | | | | | | | | |
|---|---|---|--|------------|------------|------------|------------|-----------|-------------|
| 8 | Hammerhead turn-around | 1 | | \$3,500.00 | \$3,500.00 | \$2,700.00 | \$2,700.00 | -\$800.00 | \$55,182.00 |
| | Estimated reduction in pavement restoration | | | | | | | | \$29,760.00 |
| | Estimated reduction in fire lane signs | | | | | | | | \$1,200.00 |
| | Estimated net | | | | | | | | \$24,222.00 |
| | Design & engineering & cont. | | | | | | | | \$2,422.20 |

Proposed Adjustments to Schedule of Prices

10/14/2004

Schedule A-Off-Site Grading & Street Construction-Canyon Creek South

| | |
|-------------------|--------------------|
| Total | \$26,644.20 |
| Street SDC | \$18,460.20 |
| Water SDC | \$8,184.00 |

Schedule B-Off-Site - Site Drainage Canyon Creek South

| Item # | Description | Quantity | Unit | SFA unit price | SFA total | Bones Unit Price | Bones Total | Difference | Running balance |
|-------------------------|-------------------------------|----------|------|----------------|-------------|------------------|-------------|------------|--------------------|
| Schedule total | | | | | | | | | \$41,489.00 |
| 1 | Install 10" PVC w granular bf | 125 | LF | \$23.00 | \$2,875.00 | \$21.00 | \$2,625.00 | -\$250.00 | \$41,239.00 |
| 2 | Install 12" PVC w granular bf | 758 | LF | \$33.00 | \$25,014.00 | \$32.00 | \$24,256.00 | -\$758.00 | \$40,481.00 |
| 3 | Construct standard MH | 4 | EA | \$2,000.00 | \$8,000.00 | \$1,800.00 | \$7,200.00 | -\$800.00 | \$39,681.00 |
| | Design & engineering & cont. | | | | | | | | \$3,968.10 |
| Total | | | | | | | | | \$43,649.10 |
| URD Project 4102 | | | | | | | | | \$43,649.10 |

Schedule B-Off-Site - Site Drainage - Old Canyon Creek Road

| Item # | Description | Quantity | Unit | SFA unit price | SFA total | Bones Unit Price | Bones Total | Difference | Running balance |
|-------------------------------|------------------------------|----------|------|----------------|------------|------------------|-------------|------------|-------------------|
| Schedule total | | | | | | | | | \$7,070.00 |
| 2 | Install standard MH | 1 | EA | \$2,000.00 | \$2,000.00 | \$1,800.00 | \$1,800.00 | -\$200.00 | \$6,870.00 |
| | Design & engineering & cont. | | | | | | | | \$687.00 |
| Total | | | | | | | | | \$7,557.00 |
| Storm Water SDC credit | | | | | | | | | \$7,557.00 |

Schedule D-Off-Site -Water System-Canyon Creek South

| Item # | Description | Quantity | Unit | SFA unit price | SFA total | Bones Unit Price | Bones Total | Difference | Running balance |
|----------------|--|----------|------|----------------|-------------|------------------|-------------|------------|-----------------|
| Schedule total | | | | | | | | | \$83,530.00 |
| 2 | Install 12" DIP w backfill comp | 2095 | LF | \$24.00 | \$50,280.00 | \$24.00 | \$50,280.00 | \$0.00 | \$83,530.00 |
| | Note: Please have Bones Constr review the cost for the 12" pipe in the contract. The city should only pay the oversize from 8 to 12 and the cost figures indicate the city is paying the full cost. On the other hand, costs per the contract are lower than we normally pay for a 12" pipe. | | | | | | | | |
| 3 | Install 8" gate valve comp | 3 | EA | \$700.00 | \$2,100.00 | \$660.00 | \$1,980.00 | -\$120.00 | \$83,410.00 |
| 4 | Install 12" butterfly valve comp | 5 | EA | \$1,100.00 | \$5,500.00 | \$930.00 | \$4,650.00 | -\$850.00 | \$82,560.00 |
| | Note: credit should only be for difference between an 8" & 12" valve | | | | | | | | |

P2

Proposed Adjustments to Schedule of Prices

10/14/2004

Schedule A-Off-Site Grading & Street Construction-Canyon Creek South

| | | | | | | | | |
|----------------------------------|---|--|------------|------------|------------|------------|-------------|-------------|
| Install std 2" blow off assembly | | | | | | | | |
| 7 with 8" gate valve comp | 3 | | \$1,100.00 | \$3,300.00 | \$830.00 | \$2,490.00 | -\$810.00 | \$81,750.00 |
| 8 12" by 12" live tap comp | 1 | | \$4,200.00 | \$4,200.00 | \$3,100.00 | \$3,100.00 | -\$1,100.00 | \$80,650.00 |

Note: costs may change with a cold tap. Also city should only pay for an 8 by 12 tap.

Design & engineering & cont. \$8,065.00

Total **\$88,715.00**

Water SDC credits **\$88,715.00**

Schedule D-Off-Site -Water System-Old Canyon Creek Road

| Item # | Description | Quantity | Unit | SFA unit price | SFA total | Bones Unit Price | Bones Total | Difference | Running balance |
|---|-----------------------------------|----------|------|----------------|------------|------------------|-------------|------------|--------------------|
| Schedule total | | | | | | | | | \$19,720.00 |
| 1 | Install 8" DIP comp | 154 | LF | \$30.00 | \$4,620.00 | \$29.00 | \$4,466.00 | -\$154.00 | \$19,566.00 |
| 2 | 8" gate valve comp | 1 | EA | \$700.00 | \$700.00 | \$660.00 | \$660.00 | -\$40.00 | \$19,526.00 |
| Install std 2" blow off assembly | | | | | | | | | |
| 4 | with 8" gate valve comp | 1 | EA | \$1,200.00 | \$1,200.00 | \$830.00 | \$830.00 | -\$370.00 | \$19,156.00 |
| 5 | Install single water service comp | | | | | | | | |
| Note: Three of the meters replace meters for existing residences and the city should pay. The fourth meter is for a new installation and the property owner needs to pay for the installation and water SDC's. Please let us know who is coordinating with the property owner or if we need to do so. | | | | | | | | | |
| Design & engineering & cont. | | | | | | | | | \$1,915.60 |
| Total | | | | | | | | | \$21,071.60 |
| Water SDC | | | | | | | | | \$21,071.60 |

| | | | | | | | | | |
|-------|--|--|--|--|--|--|--|--|--------------|
| Check | | | | | | | | | \$378,456.91 |
| | Subtotal for construction | | | | | | | | \$37,845.69 |
| | Subtotal for design & engineering & cont | | | | | | | | \$416,302.60 |
| | Total | | | | | | | | |
| | Street SDC credit | | | | | | | | \$143,460.20 |
| | Water SDC credit | | | | | | | | \$117,970.60 |
| | Storm Water SDC credit | | | | | | | | \$7,557.00 |
| | URD Project 4102 | | | | | | | | \$147,314.80 |

PS

Proposed Adjustments to Schedule of Prices

10/14/2004

Schedule A-Off-Site Grading & Street Construction-Canyon Creek South

Total

\$416,302.60