

**RESOLUTION NO. 2848**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BROWN AND CALDWELL TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE STORMWATER MASTER PLAN UPDATE PROJECT (CAPITAL IMPROVEMENT PROJECT #7064).**

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #7064, known as the Stormwater Master Plan Update project (the Project); and

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

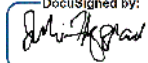
WHEREAS, Brown and Caldwell submitted a proposal on August 27, 2020 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

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

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Brown and Caldwell has provided a responsive and responsible proposal for engineering consulting services.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Brown and Caldwell for a not-to-exceed amount of \$393,946, which is substantially similar to **Exhibit A** attached hereto.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4<sup>th</sup> day of January, 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
  
8A971AF3ADE012E...  
Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:  
  
E781DE10276B198...  
Kimberly Veliz, City Recorder,

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBIT:

- A. Stormwater Master Plan Update Professional Services Agreement

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Stormwater Master Plan Update Project (“Project”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Brown and Caldwell, Inc.**, a California corporation (hereinafter referred to as “Consultant”).

**RECITALS**

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

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

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

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

**AGREEMENT**

**Section 1. Scope of Work**

Consultant shall diligently develop a Stormwater Master Plan Update according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

**Section 2. Term**

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

**Section 3. Consultant’s Services**

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant’s authorized Project Manager.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant’s reasonable control, including but not limited to strikes,

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

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

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 3.4.1 becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 3.4.2 was available to Consultant on a non-confidential basis prior to its disclosure by City;
- 3.4.3 becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify City and shall cooperate with City prior to disclosure so that City may take necessary actions to protect such confidential information from disclosure.

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

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant a not-to-exceed amount of THREE HUNDRED NINETY-THREE THOUSAND NINE HUNDRED FORTY-SIX DOLLARS (\$393,946.00) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

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

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

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

## **Section 5. Prevailing Wages**

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2020, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx). Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

## **Section 6. City's Rights and Responsibilities**

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

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

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

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

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

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

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

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

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

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

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

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

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

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

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



will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 18** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

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

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

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

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

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

13.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required



to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

## **Section 14. Indemnity**

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers [, and to all of Consultant's subcontractors, including their agents, employees, and suppliers].

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

## **Section 15. Insurance**

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

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

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

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

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

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

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

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

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

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

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

16.1.1. By mutual written consent of the parties;

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

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

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

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

16.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 20**, for which Consultant has received payment or the City has made payment.

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

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

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

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



To Consultant: Brown and Caldwell, Inc.  
Attn: Angela Wieland  
6500 SW Macadam Avenue, Suite 200  
Portland, OR 97239

## **Section 22. Miscellaneous Provisions**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

**CONSULTANT:**

**CITY:**

BROWN AND CALDWELL, INC.

CITY OF WILSONVILLE

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

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

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

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

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

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

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

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

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## Exhibit A

# Scope of Services

## City of Wilsonville City-wide Stormwater Master Plan

The City of Wilsonville (City) is developing a Stormwater Master Plan (SMP) update to evaluate system deficiencies and support the prioritization of stormwater capital projects. Key objectives for the SMP include the development/refinement of drainage basins, an evaluation of hydrology and stormwater flows, the identification of system deficiencies and new infrastructure needs, and the development and prioritization of capital improvement projects. Presentation of the SMP will be clear, concise, and implementable.

For purposes of this scope and contract, Brown and Caldwell (BC) is the prime contractor and overseeing contract management and the SMP development. Barney and Worth (B&W), Waterways Consulting (Waterways), and Weddle are subcontractors providing services on Phases 3 and 7. The collective project team is referred to as the Team.

### Phase 1 Project Management

**Objective** To provide overall contract management and ensure project objectives are met per the scope, schedule, and budget. To maintain regular communications with the City. To provide quality assurance and quality control (QA/QC) throughout the project.

#### Task 1-1 Project Administration

**Activities** BC will provide overall contract management. The Team will coordinate to ensure the project receives the staff support necessary to meet the schedule and maintain project quality.

Activities budgeted under Task 1-1 include:

- **Overall schedule management.** An initial project schedule will be developed using Excel. It will identify anticipated task duration, start/stop dates, and scheduled QA/QC reviews. Up to three schedule updates (in digital form) will be provided to the City throughout the project duration.
- **Overall budget management.** Budget tracking will occur via WorkSmart, BC's internal tool for tracking weekly project costs by project phase and task. Internal month end reporting will be conducted by BC to estimate effort to complete and will be used to identify budget challenges in advance. While not anticipated, budget challenges will be communicated directly to the City during monthly coordination meetings. Any subsequent resolution/scope adjustments/amendments will be documented in emailed meeting summaries.
- **Development of a Project Administration Plan (PAP).** BC shall prepare a PAP and decision log to outline communication paths, technical review requirements, and project roles, responsibilities, and QA/QC protocols.
- **Subcontractor coordination and oversight.** BC will work with the Subcontractors to review subcontractor budgets, coordinate deliverables schedules, and identify data gaps and other project issues throughout the project.

- **Monthly invoicing with project progress reports.** BC will prepare invoices to reflect budget spent and work completed at the phase level.
- **Document control and delivery.** Final deliverables including mapping, models, technical memoranda (TMs), and reports will be provided digitally to the City at the end of the project.

### **Task 1-2 Project Coordination Meetings**

**Activities** Monthly project check-ins will be conducted by a telephone/ virtual meeting platform throughout the project to discuss project progress and coordinate deliverables. Key Team staff will participate in the calls as needed. BC will provide a brief email following each call to summarize key decisions, action items for the Team and City staff, issue resolution, and any scope/budget adjustments.

### **Task 1-3 Project Kickoff Workshop**

**Activities** City staff and BC will initiate a project kick-off workshop to confirm project goals, objectives and priorities, and outline the anticipated schedule for the project.

Prior to this meeting, BC will prepare a meeting agenda, preliminary project schedule, comprehensive data needs list, and a draft Public Education Plan (PEP) outline (see Phase 10). General outreach and communication strategy elements will be discussed for inclusion in the PEP.

BC will prepare a draft internal stormwater survey to document areas of known stormwater system deficiencies. and external (public) survey questions to help identify community level of service goals. The draft surveys will be reviewed during the kick off meeting and distributed to City staff following the meeting.

The comprehensive data request list, draft PEP and draft stormwater surveys will be reviewed in detail during the project kick-off meeting.

### **Phase 1 Deliverables**

The following deliverables are included under Phase 1:

- Project schedule
- Monthly progress reports with invoices
- Project coordination meeting scheduling, including an email agenda of discussion topics
- Emailed summaries of project coordination meetings, including a list of key decisions and action items
- Project kick-off meeting agenda. The comprehensive data request list and internal stormwater survey are deliverables listed and budgeted under Phase 3.

### **Phase 1 Assumptions**

The following assumptions are made for Phase 1:

- The project duration is estimated at 24 months for budgeting purposes.
- The budget for specific QA/QC review of deliverables is reflected under the individual technical phases.
- Monthly coordination meetings will be conducted via telephone and attended by key staff, as required. A total of 24 meetings are assumed. The BC PM will individually participate in all 24 meetings; an additional BC staff person will participate in 12 meetings. An email outlining agenda topics will be sent prior to each meeting. An email briefly summarizing action items and next steps will be sent following each meeting.

- Coordination meetings may be cancelled or rescheduled based on scheduling of project workshops, need or pending deliverables,
- Progress reports will summarize major activities completed during the invoicing period.
- The City's project manager will invite appropriate engineering, planning, and maintenance staff to participate in the project kick-off workshop and distribute meeting materials prior to the meeting.
- If available, a preliminary review of available GIS data will be conducted and incorporated into the comprehensive review of data needs in order to identify data gaps early in the process.
- Survey development is reflected under Task 3-3. The City's project manager will distribute the final stormwater surveys to City staff. City staff are responsible for the publication of the external (public) survey online and for the distribution, compilation, and receipt of internal surveys to provide to BC within the timeline established during the project kick-off meeting.
- Three BC staff will attend a 2-hour project kick-off workshop (Task 1-3). The kick-off meeting will be facilitated by BC and attended virtually.
- Additional project meetings are included under the individual technical tasks.

## Phase 2 Stormwater Code and Policy Review

**Objective** To review regulatory (NPDES MS4 and TMDL) requirements, current City policies, and stormwater-related code and standards to inform future policy needs and applicable stormwater design criteria for the SMP.

**Activities** BC will review the City's Municipal Code and Public Works Standards (stormwater) to verify design criteria and assumptions for the evaluation of the City's stormwater system and capital project needs.

Requirements of the City's reissued NPDES MS4 permit and 2020 TMDL Implementation Plan will be summarized and compared to activities anticipated as part of this SMP update. Potential connections/ integration between these compliance and planning documents will be highlighted. Compliance elements that can be addressed through the SMP update process will be identified to inform additional policy recommendations and future revisions to standards.

BC will review the applicable City Council Goals and Policies and stormwater-related Comprehensive Plan elements to identify needed modifications and updates to these documents in accordance with the City's (draft or final) NPDES MS4 Permit and/or results from the staff interviews and surveys (Phase 3).

Recommended policy and /or Comprehensive Plan language adjustments will be provided in a track changes, word version of the documents.

### Phase 2 Deliverables

The following deliverables are included under Phase 2:

- Tabular summary relating NPDES MS4 permit requirements, TMDL Implementation Plan Requirements, and SMP update elements.
- Track changes edits to City Council Goals and Policies and stormwater-related comprehensive plan sections.

### Phase 2 Assumptions

The following assumptions are made for Phase 2:

- The timeline for issuance of the City's NPDES MS4 permit is unknown. A public review draft of the NPDES MS4 permit was issued October 23, 2020 and will be used as the basis for regulatory requirements.
- A gap analysis documenting requirements of the City's reissued NPDES MS4 permit requirements compared to City Code, Public Works Standards, and the City's Stormwater Management Plan (SWMP) will be conducted independent from this scope and budget. Depending on timing, results of this analysis may be incorporated into the SMP.
- Design criteria and the tabular summary of NPDES MS4 permit requirements, TMDL requirements and SMP activities will be documented under TM#1: Project Planning (see Task 4-3).
- Policy recommendations, programmatic adjustments, and/or Comprehensive Plan updates will be based on activities conducted throughout the duration of the project and documented in the SMP at the conclusion of the project.
- Discussion of the stormwater code and policy review will be incorporated into a scheduled monthly coordination call agenda.

### Phase 3 Data Compilation and Characterization

**Objective** To compile, examine, and evaluate existing GIS data, staff information, and reports to inform planning methods and assumptions.

#### Task 3-1 GIS Data Compilation, Model Review and Mapping

**Activities** BC will prepare a comprehensive data needs list (GIS files, documents, reports, etc.), to be provided to City staff prior to the kick off meeting (Task 1-3).

BC will inventory and review available City-wide GIS and LiDAR data, as well as the City's existing InfoSWMM model to confirm hydrologic and hydraulic input parameters and compare the extents and configuration against current City GIS.

Stormwater system GIS data will be reviewed to identify potential locations for model updates (i.e., per new infrastructure added prior to the previous modeling effort). Storm system GIS data will also be reviewed for completeness in terms of open channel and pipe information including inverts, rim elevations, and pipe diameters. BC will conduct a desktop analysis to compare available light detecting and ranging (LIDAR) data with documented rim elevations to confirm that data are recorded on a consistent datum, and can be used for future system-wide modeling.

Base maps will be prepared to document information collected as part of Task 3-1. Maps will reflect current city limits, land use/ zoning coverage, areas of future development and growth, areas of pending redevelopment, soils and topography, basin and subbasin delineation, stormwater collection system and facilities, and existing stormwater system data gaps (inverts, rims, etc.).

GIS data gaps or deficiencies that may impact project objectives and schedule will be identified and documented in a matrix format for discussion with the City during a scheduled coordination phone call.

## **Task 3-2 Documentation Review and Problem Area Identification**

### **Activities**

BC will review the City's 2012 SMP related to modeling methods, identified capacity deficiencies, and CIP needs. Unconstructed and/or unfunded stormwater CIPs per the 2012 SMP will be identified for discussion with City staff under Task 4-1 and documented in a Problem Area Matrix.

BC will also review the following concept planning and background documentation to inform the Problem Area Matrix and identify the proposed stormwater management concepts:

- Hydromodification Assessment (2015)
- Retrofit Assessment (2015)
- Wilsonville Town Center Concept Plan,
- Coffee Creek Industrial Area Concept Plan,
- Coffee Creek Regional Stormwater Facility,
- Basalt Creek Concept Plan.
- Frog Pond Planning Area
- Transportation Systems Plan (2013)

Per the above listed concept plans, available GIS related to zoning, proposed transportation corridors, preliminary infrastructure layouts, and in-progress development applications will be requested on the data needs matrix and incorporated into the GIS data review under Task 3-1.

Available Public Works documentation related to the condition of stormwater system assets will be reviewed to qualitatively identify infrastructure for inclusion on the Problem Area Matrix due to more immediate repair and replacement needs.

## **Task 3-3 Maintenance Activities Review**

### **Activities**

Stormwater-related operations and maintenance activities prescribed in the City's Stormwater Management Plan (SWMP) will be summarized to inform maintenance cost/ staff time assumptions for capital project development. Standard operating procedures informing maintenance activities and schedules will be reviewed. Existing stormwater-related programmatic activities that are currently incorporated into the City's annual budget will also be identified for discussion under Task 3-4.

## **Task 3-4 Surveys and Staff Interviews**

### **Activities**

BC will prepare a draft internal survey and external survey questions for review with the City during the kick off meeting (Task 1-3). External survey questions will be published on the City's website and used to inform stakeholder/ public level of service goals for consideration as part of the SMP update. Internal surveys will be distributed to City staff and used to inform locations of known stormwater deficiencies and flooding, lack of infrastructure, maintenance challenges, and water quality and natural resource project opportunities. Survey results will be incorporated into the Problem Area Matrix and mapped for review with the City.

BC will conduct spend up to 8 hours conducting virtual interviews with select City personnel and documenting responses, in order to collect additional information related to system operation, roles and responsibilities, current maintenance processes, and reported system deficiencies.

Information collected via surveys and interviews will be incorporated into the Problem Area Matrix as necessary.



### **Task 3-5 Site Visits**

#### **Activities**

BC will conduct up to 3 days (24 hours) of field investigations to verify identified stormwater problem areas and refine GIS/ modeling assumptions in accordance with Phases 2 through 7. Additional objectives of field investigations may include:

- Verification and refinement of subbasin delineations (if needed). See Task 6-1.
- Verification of areas with future development potential.
- Initial observation and documentation of areas of the city with known capacity deficiencies, as identified in the completed surveys and identified on the stormwater problem area matrix
- Observation, qualification, and documentation of known high pollutant source areas of the city with the potential to install stormwater treatment.
- Observation and documentation of existing stormwater treatment and detention facility installations and retrofit opportunities.
- Observation and documentation of open-channel or natural-channel locations that may benefit from channel bank enhancement, improved riparian vegetation, or other in-stream channel improvements

Prior to the site visit, BC and City staff will coordinate locations to visit during a scheduled project coordination meeting. An agenda of targeted locations will be developed including locations where private property may require access agreements. Photo logs will be generated documenting observations and findings.

### **Task 3-6 Land Use and Impervious Assumptions**

#### **Activities**

BC will provide up to 10 hours of technical support to City staff to assess and develop an updated existing land use coverage, based on review of the City's current zoning and vacant/ developable lands coverage and 2020 development conditions. Additional zoning/ land use categories may be added to the land use coverage assumptions from the City's 2012 SMP to reflect current development patterns and zoning specific to Concept Planning Areas. Updated impervious percentage assumptions specific to each identified land use category will be developed and provided to BC.

BC will facilitate discussions via a scheduled coordination call with the City Planning Department related to assumptions for future infrastructure needs and anticipated density increases associated with HB 2001. It is anticipated that areas impacted by this bill will be specific to the City's redevelopment and concept planning areas.

### **Phase 3 Deliverables**

The following deliverables are included under Phase 3:

- Comprehensive data request list.
- Draft and final internal stormwater survey and external survey questions.
- Updated data request list, documenting GIS data received from the City, identified data gaps, and proposed data gap resolution.
- Preliminary mapping (by basin), including locations of identified problem areas per surveys.
- Draft Problem Area Matrix for use in Task 4-1.

### **Phase 3 Assumptions**

The following assumptions are made for Phase 3:



- The City will provide BC with data in response to the data request lists within a mutually agreed upon timeline.
- System condition assessment efforts do not include CCTV video review, development of rating criteria or risk-based scoring framework.
- Maintenance activities and records will solely be reviewed to inform priority locations for repair and replacement needs. Assessment and inspection of stormwater infrastructure to evaluate system condition will not be conducted as part of this study.
- Available GIS data includes the basin/ subbasin delineation per the 2012 SMP, City concept planning area boundaries and proposed infrastructure layout, and locations of public detention/ regional facilities.
- The City will provide a existing land use coverage and associated impervious area assumptions to BC at the conclusion of Task 3-6 in GIS and tabular format. BC will provide up to 10 hours of technical support related to the land use categorization and impervious percentage analysis.
- City staff will be responsible for providing GIS mapping or specific locations (coordinates) of problem areas per the internal survey results.
- Internal and external survey review and refinement (per the kick-off meeting feedback), as well as the summarization of survey results is reflected under Task 10-1. Such activities will be conducted by B&W.
- Two BC staff are budgeted for 8 hours each to conduct interviews and documentation under Task 3-4.
- Two BC staff are budgeted for 8 hours per day for 3 days (including travel) under Task 3-5.
- The outcomes from Phase 3 will be documented under TM#1: Project Planning (see Task 4-3).

## Phase 4 Project Planning

**Objective** To establish modeling extents, capital project needs, and water quality objectives to support project identification and future financial analysis efforts.

### Task 4-1 Workshop 1: System Status and Modeling Extents

**Activities** BC will prepare an agenda, meeting materials, and facilitate a 3-hour workshop with City staff to discuss the status and results of Phase 3. The Problem Area Matrix developed under Phase 3 to describe reported problem areas and documented system condition deficiencies will be used to inform Workshop 1.

BC will prepare maps of the stormwater system, identifying locations of reported impairment/project needs and preliminary hydraulic modeling extents. Anticipated discussion topics and activities include:

- City staff input regarding currently known capacity problems, hydromodification problems, water quality needs and opportunities, aging/failing infrastructure, and proposed and constructed CIPs.
- Future development and stormwater management approach for growth areas.
- Available planning documentation (zoning, transportation corridors, preliminary infrastructure layouts, in-progress development applications)
- Identify the extent of stream survey needs (see Task 5-2).
- Data availability to support model update and development. How should data gaps be resolved? Is additional field survey work required?
- Public detention facilities modeling needs. Facilities constructed since 2008 will be identified per Task 3-1 and reviewed with City staff to inform incorporation into the hydraulic model extents and consideration for retrofit potential.

## Task 4-2 Documentation

### Activities

Based on the results from Task 4-1, workshop outcomes including qualified problem areas, preliminary project concepts, and modeling needs will be documented in an updated Problem Area and Project Opportunity Matrix. When possible, overlapping problem areas will be combined into single projects that serve multiple objectives. Project concepts may include pipe replacement, facility maintenance, infrastructure needs, detention/retention facility installation or modification, natural resource improvements, and water quality facility installations (e.g., rain gardens, planters).

A map of proposed hydrologic and hydraulic model extents will be developed.

BC will prepare a TM (TM#1: Project Planning) summarizing project planning efforts conducted under Phases 2, 3 and 4.

## Phase 4 Deliverables

The following deliverables are included under Phase 4:

- Problem area matrix and GIS shapefile documenting reported problem area locations and system condition deficiencies, for use during Workshop 1.
- Workshop 1 meeting agenda and meeting materials, including base maps
- Problem Area and Project Opportunity Matrix per identified project needs discussed during Workshop 1.
- Draft TM#1: Project Planning

## Phase 4 Assumptions

The following assumptions are made for Phase 4:

- The City will provide BC with one consolidated set of comments on draft TM#1.
- Finalization of TM#1 will occur prior to inclusion in the SMP and reflect inclusion of Phase 7 outcome.
- Three BC staff will attend the 3-hour workshop with City staff.
- The City's project manager will invite appropriate engineering, planning, and maintenance staff to participate in Workshop 1 and distribute meeting materials prior to the workshop.
- Early Action Project needs may be identified from the Problem Area and Project Opportunity Matrix and can be prioritized for cost estimation and capital project development purposes.
- Discussion during the Workshop will also be used to inform stream survey and data collection efforts (Phase 5).
- The Problem Area and Project Opportunity Matrix will serve as the meeting minutes from the workshop.

## Phase 5 Stream Survey and Data Collection

### Objective

To assess the geomorphic condition of stream channels in the City and obtain system data for use in hydrology and hydraulic (H/H) model development and capital project development.

### Task 5-1 Stream Survey

#### Activities

Based on the results of Phase 4, BC will summarize the stream survey needs and preliminary open channel data collection needs for consideration under Task 5-2. These locations may include open channel segments where tree cover/ LIDAR coverage does not allow for the automated development of transects and other locations that may warrant additional investigation and/or data collection efforts.

Waterways Consulting will conduct a field-based geomorphic assessment of selected open channel areas within and adjacent to the city to characterize condition, identify impacts associated with hydromodification, assess and map potential risks to property and infrastructure, and provide recommendations on how to address the observed risks or impacts.

The following activities will be conducted to characterize ongoing erosion concerns and hydromodification risk in specified stream locations:

- Review of available data, reports, and maps to support the geomorphic analysis.
- John Dvorsky, Waterways' Principal Geomorphologist, will conduct up to 3-days of a geomorphic field assessment to characterize ongoing erosion concerns, hydromodification risk, and baseline conditions to inform stream impacts associated with upstream development activities.
  - The field-based assessment will consist of a stream walk along accessible stream reaches in the City, targeting those with reported or documented hydromodification risk.
  - Locations and descriptions of relevant instream features such as eroding banks, bed features (e.g. exposed bedrock, headcuts, beaver dams), and at-risk infrastructure (e.g. road crossings, pipes, etc.) will be documented.
  - Qualitative description of geomorphic setting, geomorphic trends (i.e., aggrading, incising or stable), presence of base level controls, and the primary risk to infrastructure will be included at the reach scale.
  - Areas where the assessed stream topography varies significantly from the existing topographic data will be GPS located and flagged in the field.
- Waterways will prepare a TM (TM#2: Geomorphic Analysis) documenting results of the field analysis and historic, current and expected channel conditions.

## **Task 5-2 Open Channel Data Collection (Optional)**

### **Activities**

Based on activities conducted under Task 5-1, a map will be prepared by Waterways Consulting following the stream walk to prioritize where additional cross-section or localized stream channel profiles may need to be surveyed.

Waterways Consulting will conduct up to three days of additional topographic data collection efforts. Open channel survey data will be collected either using an RTK or Total Station, depending on field conditions in each location.

## **Task 5-3 Pipe System Data Collection (Optional)**

### **Activities**

BC will identify survey needs (based on gaps in GIS data) for the piped stormwater system required to support development of the stream survey and hydraulic modeling efforts.

The BC Team includes Weddle to provide surveying services as needed. Structure elevations, measure downs, and any additional open channel cross sections will be surveyed to rectify data discrepancies and support hydraulic model refinements.

## **Phase 5 Deliverables**

The following deliverables are included under Phase 5:

- Mapping reflecting stream survey and open channel data collection extents.
- Draft and final TM#2: Geomorphic Analysis

## Phase 5 Assumptions

The following assumptions are made for Phase 5:

- Tasks 5-2 and 5-3 are optional and would be initiated by City staff based on proposed model extents, required open channel and pipe system survey needs, and GIS data gaps.
- City staff will be available to provide basic field support during the stream survey and data collection efforts.
- Rights of entry permission will be obtained by the City from private property owners to support Tasks 5-1, 5-2 and 5-3.
- LIDAR will be used to develop cross-sections for ditches or open channel portions of the conveyance system to support hydraulic modeling efforts. Additional data collection efforts (Task 5-2 or 5-3) may be required for associated structures (weirs, culverts, etc.) or areas where LIDAR is not accurate. Field verification to confirm geometry can be collected during the stream survey.
- Ground, manhole rim elevations, and open-channel system geometry to develop and refine the hydraulic models will initially be based on existing information in the City's system inventory, InfoSWMM model or interpolated from available LIDAR to the extent possible.
- The stream survey (Task 5-1) will identify locations and descriptions of relevant instream features such as eroding banks, bed features (e.g. exposed bedrock, headcuts, beaver dams), and at-risk infrastructure (e.g. road crossings, pipes, etc.). In addition, qualitative description of geomorphic setting, geomorphic trends (i.e., aggrading, incising or stable), presence of base level controls, and the primary risk to infrastructure will be included at the reach scale.
- City authorization is required prior to Tasks 5-2 or 5-3. BC and city staff will review the open channel survey locations noted by Waterways under Task 5-1 and other areas of data gaps and identify supplemental data collection needs. Initiation of Tasks 5-2 and 5-3 is subject to project amendment.
- Any collected survey data (open channel and piped system) will be added by the City into their existing GIS database for continued use on this project.

## Phase 6 System Assessment

**Objective** To develop a hydrologic model of the city's drainage basins for existing and future flows. To refine the current hydraulic model of the public stormwater system to evaluate problem areas and future infrastructure needs in growth areas of the city.

### Task 6-1 Subbasin Delineation

**Activities** BC will use available GIS data of the City's current basin and subbasin delineations, developed for the 2012 SMP, and refine and delineate subbasins based on proposed model extents.

Subbasin size may vary per the extent of the mapped public stormwater system and anticipated hydraulic modeling needs. Subbasins may extend outside of the city limits to account for contributing areas, but detailed delineation in areas outside of the city limits and/or UGB is not anticipated.

### Task 6-2 Hydrologic Model Development

**Activities** BC will develop an updated hydrology model based on the updated land use and impervious coverage information identified in Task 3-6. Updated system hydrology will include review and refinement of flow length and slope values, catchment widths, soils, and infiltration assumptions based on refined subbasin delineations, GIS, aerial imagery, and land use coverage.

For areas outside of the current City limits where growth and/or future annexation is anticipated, system hydrology (flow projections) will be developed to support future financial evaluations and system development charge (SDC) calculations.

### **Task 6-3 Hydraulic Model Updates**

#### **Activities**

In accordance with modeling extents and methods developed under Phase 4, InfoSWMM hydraulic model updates will be conducted in conjunction with current GIS and LIDAR and may include revised invert and rim elevations, the addition of public improvements, and the incorporation of channel cross-sections and any new field survey information.

For areas outside of the current City limits where growth and/or future annexation is pending (i.e., Concept Planning Areas), system hydraulic updates will be incorporated based on available GIS of proposed system improvements, survey (as needed) and additional feedback from the City during Workshop 1, consistent with the established modeling approach per Phase 4.

QA/QC of the model will be conducted.

### **Task 6-4 Model Validation**

#### **Activities**

Existing-conditions models developed under Tasks 6-2 and 6-3 will be used to simulate flows from up to two real-time storm events for model validation. Model validation efforts to compare model results against anecdotal data provided by the city will be conducted as information is available.

Best professional judgement will be used to adjust model input parameters to best match observed flow conditions. Hydrologic model adjustments will be limited to ranges identified in the modeling methods and assumptions document (TM#2). Results of the validation process will be discussed with City staff during a conference call to confirm acceptance of model adjustments.

Adjustments to input parameters will be applied city wide such that hydrologic input utilize the same means and methods across the city.

### **Task 6-5 System Evaluation and Documentation**

#### **Activities**

BC will simulate flows associated with the Water Quality, 2-, 10-, and 25-year, 24-hour design storms with the validated model developed under Task 6-4.

Based on performance criteria established under Phase 2, BC will use the hydraulic model to analyze the functionality of the existing stormwater system to convey both current and future predicted flows. Capacity limited areas will be identified on the Problem Area and Project Opportunity Matrix for potential capital project development under Phase 8.

Capacity deficiencies will be presented to city staff during a scheduled project coordination call. Basin maps will be developed to summarize results of the modeling analysis for discussion with the City.

BC will prepare a TM (TM#3) at the beginning of Phase 6, outlining modeling methods including the modeling platform, hydrologic modeling assumptions and proposed revisions (per the City's 2012 InfoSWMM model, as applicable), hydraulic design criteria, and approach to model validation. TM#3 will be updated to include model results, including tabulated hydrologic and hydraulic model results to facilitate QA/QC of modeling results.



## **Task 6-6 Hydraulic Model Conversion and 2-D Model Evaluation (Optional)**

### **Activities**

The City's existing InfoSWMM hydraulic model will be converted to the XPSWMM model platform to support 1-D and 2-D model evaluations for targeted areas of the stormwater system.

BC will evaluate select areas of the City using 2-D modeling capabilities. The evaluation will include establishment of flooding extents, determination of water surface depths across the inundated areas, identify the source location of flooding, and confirm velocity fields across the 2-D modeled area and flow paths of inundated areas.

## **Phase 6 Deliverables**

The following deliverables will be provided under Phase 6:

- GIS shapefiles documenting the updated subbasin delineations.
- Basin maps indicating projected capacity deficiencies, including locations that may be considered for project development efforts.
- Draft and final TM#3, documenting modeling methods and results of Phase 6 efforts including tabular documentation of existing and future flows.
- A working Problem Area and Project Opportunity Matrix summarizing capital project needs for development under Phase 8.

## **Phase 6 Assumptions**

The following assumptions are made for Phase 6:

- Where survey data are not available, BC will incorporate assumed data from LIDAR, rough field measurements, engineering judgement (as appropriate) or other sources and document the modeling assumptions.
- The hydraulic model updates will be focused on pipes that are 18 inches in diameter and greater and will not include smaller pipes and laterals. Validated (as information is available) hydrologic and hydraulic (H/H) models will be provided at the conclusion of the project as a deliverable.
- 40 hours total are allotted in the budget for Task 6-1 for updating and expanding the subbasin delineations. This effort assumes boundaries from the previous plan are currently available in GIS.
- 92 hours total are allotted in the budget for Task 6-2 for hydrologic model development and QAQC, which assumes consistent hydrologic and infiltration methodology per the 2012 SMP is used.
- 116 hours total are allotted for hydraulic model updates and QAQC. The inclusion of any additional public detention facilities and the subsequent review of drainage reports/ as-builts to support inclusion into the hydraulic model is budgeted under this task.
- Detention pond additions/ retrofit needs will be included in the Problem Area Matrix developed under Task 4-1 and verified under Phase 7.
- As-built information as well as stage-storage-discharge information will be provided by the City for public detention facilities added to the hydraulic model.
- Validation efforts under Task 6-4 will be limited to comparing existing-conditions model results for up to two rainfall events. Anecdotal information, photos, flow measurements and rainfall data will be provided by the City, as available, for use in model validation. A total of 36 hours has been allocated to the model validation effort.

- BC will present initial model results to City staff during a scheduled coordination call. As applicable, BC will work with the City to identify whether additional 2-D modeling might be desirable for capital project development.
- Modeling methods will maintain consistency with the 2012 SMP. Any deviations from methods outlined in the 2012 SMP will be identified and discussed with the City during a monthly coordination call.
- TM#3 will include both a summary of modeling methods per the 2012 SMP, any modeling method deviations, and modeling results and be provided to the City for review and comment. City comments not affecting technical or project related assumptions will be addressed when the TM is incorporated into the master plan.
- The City will provide BC with one consolidated set of comments on the draft TM#3.
- Hydraulic model updates will maintain consistent nomenclature per the existing InfoSWMM model and 2012 SMP. Model nomenclature refers City's GIS IDs.
- The budget for Task 6-6 reflects hydraulic model conversion to XPSWMM and up to 40 hours of staff time developing 2-D hydraulic models for targeted areas of the City. Task 6-6 will be initiated at the request of the City prior to work beginning under Phase 6, and based on outcomes from Phase 4 and 5.

## Phase 7 Retrofit Analysis

**Objective** To evaluate stormwater retrofit opportunities to address water quality and/or flow control needs within existing development and future growth areas.

**Activities** BC will assess the City's storm system layout to identify public retrofit project opportunities to supplement the City's 2015 Retrofit Assessment and address areas of growth and redevelopment. This analysis will consider the configuration of the public conveyance system to evaluate constraints and opportunity areas. Activities include the following:

- Review recent TMDL benchmark, wasteload allocation attainment and retrofit assessment results to confirm high pollutant loading areas and water quality planning needs.
- Identify opportunities to integrate water quality in conjunction with results of the problem area identification (Phase 3) and system assessment (Phase 5) efforts.
- Evaluate the Memorial Park/ Library Detention Pond to confirm existing drainage area and additional capacity and expansion potential.
- Review existing public detention and water quality facility locations to confirm expansion potential to serve as a regional facility and support development of a fee-in-lieu program.
- Assess utility and transportation conceptual layouts in planning areas to assess collection system and potential regional facility placement opportunities in conjunction with Phase 8.
- Evaluate programmatic opportunities to incorporate water quality facility installation or maintenance on an annual basis.

The assessment methods and identified project and programmatic opportunities, and recommended prioritization considerations will be documented in TM#3: Retrofit Analysis.

### Phase 7 Deliverables

The following deliverables will be provided under Phase 7:

- Map identifying retrofit opportunities for existing development and future growth areas.
- Updated TM#1, documenting results of Phase 7 efforts.



## Phase 7 Assumptions

The following assumptions are made for Phase 7:

- Water quality and flow control facility sizing will utilize the City's BMP sizing tool or InfoSWMM/ XPSWMM hydraulic model, depending on the size of the contributing drainage area.
- Modeling analysis to support conceptual design of retrofits will be evaluated under Phase 8.
- Calculation of SDC/ fee in lieu eligibility will be conducted only for capital projects with cost estimates as developed in Phase 8.

## Phase 8 Capital Project Development

**Objective** To define the highest priority capital project needs for conceptual project development, cost estimation, and fact sheet development as part of the SMP.

### Task 8-1 Project Opportunities Matrix

The Problem Area and Project Opportunity Matrix developed under Phase 4 will be updated to comprehensively summarize project and programmatic needs stemming from the stream survey (Task 5-1), system evaluation (Phase 6), and retrofit analysis (Phase 7). Potential project strategies will be documented, which may include pipe replacement, enhanced maintenance, water quality treatment, detention/retention facility installation or modification, flow routing modifications, stream enhancement and infrastructure installation.

### Task 8-2 Workshop 2: CIP Opportunities

**Activities** BC will facilitate a 3-hour CIP Workshop with the City to review the Project Opportunities Matrix and discuss the City's goals and expectations for capital project and programmatic needs. Preliminary project alternatives and concepts will be discussed and reviewed.

BC will discuss options (project versus programmatic activity) to address areas of more frequent maintenance needs, continued repair and replacement needs, or where a one-time project or structural solution may not be relevant. Programmatic needs may also reflect locations where routine or ongoing monitoring is required. Confirmed programmatic activities will be reflected on the Matrix.

During the Workshop, emphasis will be placed on the prioritization of areas for capital project development. Preliminary project prioritization criteria will be presented to assist staff in defining whether an area or deficiency requires immediate resolution (highest priority/ 0-5 year timeframe), whether it is a lesser priority but still should be documented (medium priority/ 6-10 year timeframe), longer term need (lower priority/ 11-20 year timeframe), or whether it is no longer an issue or need as part of a capital improvement program. This initial project prioritization will be reflected in a matrix. The highest priority project locations/concepts will be selected for detailed cost estimation under Task 8-4.

Following the workshop, BC will prepare an updated Project Opportunities Matrix to summarize key results and decisions from the Workshop and reflect priority project locations for development of detailed costs and mapping.

### Task 8-3 Capital Project Model Development

**Activities** Using future condition flows estimated under Phase 6, BC will hydraulically evaluate capital project needs and sizing for select areas of existing system capacity deficiencies, detention/retrofit needs, and concept planning areas requiring new infrastructure. Alternatives will be identified and discussed with City staff to inform preferred capital project options.

Analysis may use InfoSWMM or XPSWMM (as applicable), the BMP Sizing Tool, or other hydraulic modeling platform. Strategies may include retrofit of existing water quality or detention ponds, installation of storage facilities, pipe upsizing and/ or reconfiguration, open channel enhancements, and new pipe sizing.

#### **Task 8-4 Capital Project Cost Estimation and Documentation**

##### **Activities**

Using recent bid tab information, RS Means, and City-specific cost information, BC will prepare planning level unit cost tables for applicable capital project design components and features for City review and feedback. Planning-level cost estimates will include construction, engineering, administration, and contingencies.

Annualized maintenance costs will be identified in terms of staffing resources, based on information collected in Phase 3. Current system maintenance activities and asset inventory will also be used to refine programmatic recommendations and annual costs.

In conjunction with the planning level cost estimates, BC will prepare an estimate of the percent of the total project cost that could potentially be attributed to future development impacts to support SDC evaluations.

The capital project design concepts (to approximately a 10 percent level of design) and the planning-level cost estimates will be incorporated into a Stormwater Capital Improvement Summary matrix (CIP Outlay), providing design information for up to 15 individual project needs. Comprehensive map(s) will be developed to show capital project locations and design features.

#### **Task 8-5 Project Prioritization**

##### **Activities**

BC will work with the City to refine the preliminary prioritization criteria and scoring metrics presented in Task 8-2, in order to develop an automated and adjustable prioritization tool to support City scheduling of capital project implementation over a 20-year planning period.

Activities include the following:

- Development of a simple spreadsheet project prioritization tool, criteria, and scoring mechanism to evaluate and rank projects.
- Presentation (during a regular coordination call) of the prioritization process and tool and to obtain feedback.
- Address City comments on the prioritization matrix and tool and document the prioritization of projects for inclusion in the master plan.
- Assist in developing a CIP implementation schedule based on project prioritization and costs.

Capital projects will be scheduled as either high priority, medium priority, or low priority in conjunction with schedule. Project prioritization and schedule will be incorporated in the Stormwater Capital Improvement Summary matrix.

#### **Phase 8 Deliverables**

The following deliverables are included under Phase 8:

- Updated Project Opportunities matrix, reflecting outcomes from Phase 5, 6 and 7, including selection of priority project locations for capital project development under Task 8-3 and 8-4.
- Agenda and workshop meeting materials for Workshop 2.
- Attendance and facilitation by three BC staff at a 3-hour workshop with the City.
- Draft and final unit cost table

- A Stormwater Capital Improvement Summary Matrix reflecting planning-level cost estimates.
- Schedule for capital project implementation in accordance with Task 8-5.
- Up to five map(s) identifying capital project locations and design features.

## Phase 8 Assumptions

The following assumptions are made for Phase 8:

- Due to the unknown scope and scale of this work, 84 hours of staff engineer time and 60 hours of senior engineer time for modeling support and QA/QC has been budgeted to model project alternatives and establish system sizing under Task 8-3.
- BC will prepare an agenda and workshop meeting materials for City review prior to Workshop 2. City staff will coordinate logistics for the workshop, including securing a meeting location, establishing a meeting date and time, and inviting appropriate City staff.
- Approximately 15 capital project planning-level cost estimates will be developed under Task 8-4. Lesser priority capital project needs may be maintained on the Stormwater Capital Improvement Summary matrix at the City's request.
- The City will provide one consolidated set of comments on the Project Opportunities Matrix at the conclusion of Task 8-2, including confirmation of priority project locations for development under Task 8-3 and 8-4.
- If programmatic activities (i.e., ongoing or annual city-wide maintenance programs, pilot programs, etc.) are selected to address system deficiencies, these programs will solely be referenced in the Stormwater Capital Improvement Summary Matrix (not as a fact sheet) and as a separate section of the SMP. Annual cost estimates will be provided.
- The City will provide one consolidated set of comments on the planning level cost estimates.
- Unit costs will be based on RS Means, recent master planning level costs compiled by BC and any City-provided bid tabs.

## Phase 9 Stormwater Master Plan (SMP) Preparation

**Objective** Develop an approved City-wide stormwater master plan to guide capital project development during the next 20 years.

### Task 9-1 Draft SMP Development

**Activities** BC will prepare a draft SMP, compiling the highlights of information and documentation (TMs) prepared under Phases 2 through 8. General system maps and narrative reflecting the City's stormwater conveyance system, identified system capacity deficiencies, water quality project needs (as appropriate) and capital project locations will be summarized.

Detailed technical information, such as tabular modeling data, TMs, and cost estimates, will be included as technical appendices, as appropriate.

A graphical executive summary with mapping, call-outs, schedule, etc. will be prepared for ready distribution to the public, summarizing goals and objectives and technical outcomes.

BC will conduct an internal QA/QC of the draft Stormwater Master Plan.

A draft digital copy will be provided to the City for review and comment.

## Task 9-2 Draft Final and Final SMP Development

### Activities

City comments provided under Task 8-1 will be incorporated to create a draft-final SMP for City Council review and comment. An Executive Summary will highlight the major findings and recommendations from the Draft Stormwater Master Plan. A draft-final SMP in digital format will be provided to the City for review and comment by City Council.

City comments on the draft-final SMP will be incorporated to create a final SMP. Three hard copies of the final SMP, including appendices, will be provided. A print and Web-ready, searchable electronic version of the final SMP will also be provided to the City.

### Phase 9 Deliverables

The following deliverables are included under Phase 9:

- Draft SMP (in .doc format) for City review and comment
- Draft-Final SMP (in .pdf format) for Council review and comment
- Final SMP (in .pdf format) and three full hard copies
- Electronic copies of project GIS data, models and the SMP. Editable .doc versions will be provided for unstamped documentation.

### Phase 9 Assumptions

The following assumptions are made for Phase 9:

- One consolidated set of City and stakeholder review comments on the draft SMP will be provided to BC.
- One consolidated set of City comments on the draft-final SMP will be provided to BC.
- The City will be responsible for additional stakeholder coordination efforts, aside from the scoped public meetings and open houses (see Phase 10).
- The client is responsible for hosting and maintaining all GIS or non-GIS contents (e.g. documents, pictures, videos) on a web server and providing valid URLs.

## Phase 10 Public Outreach and Stakeholder Participation

### Objective

Implement public engagement and outreach activities in accordance with tools and forums identified in the documented Public Engagement Plan (PEP). Prepare for and participate in two Virtual Open Houses and up to seven public meetings (Planning Commission, City Council)

### Task 10-1 Public Engagement Plan (PEP) Implementation

#### Activities

Barney and Worth (B&W) will provide public engagement efforts for the Stormwater Master Plan, in conjunction with strategies outlined the PEP. Activities will include:

- Development of a one-page public engagement plan (PEP) to identify key stakeholders and outline communication needs in conjunction with the project schedule. Draft presentation of the PEP will occur at the project kickoff meeting; the final PEP will reflect messaging and talking points confirmed with City staff during a coordination call.
- Collaboration on City Council and Planning Committee meeting materials throughout the project duration.
- Support for development of external survey questions and follow up analysis and reporting (in accordance with Task 3-4).
- Provide Spanish language translation for survey questions and Virtual Open House content.

## Task 10-2 Virtual Open House

**Activities** BC and B&W will coordinate with City staff and prepare materials to support two, static virtual open houses in order to present project status information, FAQs, and solicit information from the public related to the project scope and activities. Technical content to be outlined in the PEP. Tentative open house objectives are as follows:

- Open House #1 – Purpose is to educate and learn about the community’s values related to stormwater management. These values will help inform messaging for the stormwater master plan. Introduce external survey to assess desired levels of service.
- Open House #2– Purpose is to provide a status update on the project to the public and solicit community feedback related to capital project development efforts.

## Task 10-3 Public Meeting Preparation and Attendance

**Activities** BC will prepare up to three presentations for use during public meetings, using graphics and narrative developed under Phases 4 through 8. Presentations will outline the SMP goals, objectives, planning process, and capital project/ program recommendations.

One BC staff will attend and present at up to two planning commission meetings, accompanied by City staff. Two BC staff will attend and present at up to three City Council meetings, accompanied by City staff.

## Phase 10 Deliverables

The following deliverables are included under Phase 10:

- Draft and final Public Engagement Plan, reflecting messaging and talking points discussed and vetted with BC and City staff.
- Web content development, attendance and facilitation at up to two Virtual Open Houses. Web content to include Spanish translation (up to \$1,500).
- Presentation materials (up to two) for City Council and Planning Commission Meetings (PowerPoints, graphics, messaging)
- BC attendance and presentation at up to five public meetings

## Phase 10 Assumptions

The following assumptions are made for Phase 10:

- City staff will support efforts to promote the Virtual Open Houses including development of promotional materials and posting on the City social media sites, providing access to interested parties email lists, etc.
- City staff to develop articles for the Boones Ferry Messenger based on content developed for the Virtual Open Houses.
- Virtual Open Houses will be hosted on <https://www.letstalkwilsonville.com/> and City staff will be the technical lead to launch and manage Virtual Open Houses.
- Consultant team will have access to external survey results from Virtual Open Houses (Letstalkwilsonville/Bangthetable).
- B&W will facilitate the Virtual Open Houses; no live presentation
- One BC staff will be in attendance and present at up to two Planning Commission meetings; two BC staff will be in attendance and present at up to three City Council meetings.
- Presentation content will be repeated between the Virtual Open Houses, Planning Commission Meetings, and City Council Meetings. Up to two presentation documents will be developed in PowerPoint and Prezzi format and provided to the City in advance of the work session or meeting.



