

**RESOLUTION NO. 1709**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY ENGINEER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE PROJECT KNOWN AS THE WASTEWATER TREATMENT PLANT FACILITIES MASTER PLAN UPDATE.**

WHEREAS, the proposed budget for the upcoming 2001/02 fiscal year includes an appropriation of \$168,000 to update the Wastewater Treatment Plant Facilities Master Plan; and

WHEREAS, the Wastewater Treatment Plant Facilities Master Plan was duly advertised for competitive proposals from professional engineering consultants in the Daily Journal of Commerce, a newspaper of general circulation, on February 23, 2001 and February 28, 2001; and

WHEREAS, three submittals were received and all three proposing firms were selected for oral interviews in a competitive selection process based on experience of firm, quality of staff, ability to perform the work, knowledge of study area and processes, and estimated cost; and

WHEREAS, HDR Engineering Inc. was selected as the firm that was best qualified to provide the professional services for the referenced project; and

WHEREAS, HDR Engineering Inc. has proposed to provide the professional engineering services at a fee not to exceed \$187,000, resulting in a multi-year cost of \$205,700 when a 10% contingency is added for additional work as staff may request; and

WHEREAS, a transfer of appropriations in the adopted Sewer Capital Improvements Fund for fiscal year 2000/01 is necessary to allow work to begin in the current fiscal year; and

WHEREAS, after reviewing the fees associated with providing the requested services, the City Engineer has determined that the fees are fair and equitable; and

WHEREAS, the contract to be awarded is for personal services; and

WHEREAS, Section 2.312 of the City Code states that "The Council is hereby designated as the Local Contract Review Board and, relative to contract concerns of the City, shall have all the powers granted to the State Public Contract Review Board"; and

WHEREAS, the City of Wilsonville desires to execute a Professional Services Agreement with HDR Engineering Inc. for professional services associated with this project in a timely manner.

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

1. The City Council, acting as the local Contract Review Board, does hereby approve and authorize the City Engineer to sign a Professional Services Agreement between the City of Wilsonville and HDR Engineering, Inc., a copy of which is marked Exhibit A, attached hereto and incorporated herein, to provide the professional services referenced above for the project.
2. Authorize a transfer in fiscal year 2000/01 appropriations from project 299 (Project Design and Development) to project 212 (Wastewater Treatment Plant Facilities Master Plan) in the amount of \$37,700. Funding source for these costs shall be from Sewer Systems Development Charges.
3. Authorized the expenditure of funds for this contract from:

<u>ACCOUNT</u>	<u>AMOUNT</u>
520-49130-5000-212 (fiscal year 2000/01, adopted)	\$37,700
520-49130-5000-212 (fiscal year 2001/02, proposed)	\$168,000
520-49130-5000-212 (multi-year project total)	\$205,700

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of May, 2001, and filed with the Wilsonville City Recorder this date.

  
CHARLOTTE LEHAN, MAYOR

ATTEST:

  
Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Helser	Yes
Councilor Barton	Yes
Councilor Kirk	Yes
Councilor Holt	Yes

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT  
(ORIGINAL FORM)**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville, Wilsonville, Oregon, (hereinafter referred to as the "City"), and HDR Engineering, Inc., hereinafter referred to as "Consultant").

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

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

**A. Term**

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

**B. Consultant's Services**

- B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.
- B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.
- B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's

work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

B.4 The existence of this Agreement between City and Consultant shall not be construed as City's promise or assurance that Consultant will be retained for future services unrelated to this public works project.

B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant's employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

**C. City's Responsibilities**

C.1 The scope of City's responsibilities, including those of its Project Manager, are set forth in Exhibit B, which is attached hereto and incorporated herein.

C.2 City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

**D. Compensation**

D.1 Except as otherwise set forth in this subsection D, City agrees to pay Consultant not more than \$187,000 for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on an hourly basis as shown on the Rate Schedule attached as Exhibit C which is attached hereto and incorporated herein. Compensation shall be only for actual hours worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the amount of hours devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.

D.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Standard Hourly Rate Schedule, provided the parties comply with the requirements of Section R. No compensation for additional services shall be paid or owing unless both parties specifically agree in writing to such additional compensation and services.

D.3 Unless expressly set forth on Exhibit A as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections D.1 and D.2. Only those reimbursable expenses which are set forth on Exhibit A and itemized on Consultant's bills for services shall be the basis for which payment of those expenses by

City shall be owing.

- D.4 Except for amounts withheld by City pursuant to this agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- D.5 City shall be responsible for 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, and not specifically covered by Exhibit A.
- D.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.
- D.7 In the event Consultant's responsibilities as described on Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

**E. City's Project Manager**

City's Project Manager is James D. Porter. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

**F. Consultant's Project Manager**

Consultant's Project Manager is Dennis Lively. In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such redesignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

**G. Project Information**

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all 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 newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

**H. 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 any portion thereof, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of 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 City's rights.

**I. Consultant is Independent Contractor**

- I.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under paragraph D of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City.  
Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.
- I.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on Exhibit A and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.
- I.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section I.
- I.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.
- I.5 No person shall be employed under the terms of this agreement as described herein in violation of wage and hour laws.
- I.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I.7 Should Consultant elect to utilize employees on any aspect of this Agreement,

Consultant shall be fully responsible for payment of all withholding 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 indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.

- I.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability 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.

## **J. Indemnity and Insurance**

- J.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto only and shall hold City harmless from and indemnify City of 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 misconduct provided 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 City, its Project manager or City of Wilsonville employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from any and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section J.2.3. The provisions of this section shall survive termination of this Agreement. City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting or allegedly resulting from City's negligent acts, omissions or from its willful misconduct as governed by ORS Chapter 30.

### **J.2 Insurance Requirements and Consultant's Standard of Care.**

- J.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Unless specifically set forth on Exhibit A, expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

- J.2.3 In the performance of its professional services, the Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will reperform any services not meeting this standard without additional compensation. Consultant's reperformance of any services, even if done at City's request, shall not be considered as a limitation or waiver by 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 or this Agreement.
- J.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be revised, non-renewed, or canceled. The Consultant shall endeavor to provide for not less than 30 days' written notice to the City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.
- J.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:
- J.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.
- J.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limits.
- J.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per



occurrence and in the aggregate.

J.2.5.4 Professional liability insurance of \$500,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any other requirements of this Agreement, City may require subcontractors to provide Professional Liability Insurance, provided the amount and form of coverage complies with the requirements of paragraphs J.2.1, J.2.2, J.2.3, J.2.4 and J.2.5.4.

J.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages identified in items J.2.5.2 and J.2.5.3.

J.2.6 The coverage provided by these policies shall be primary and any other insurance carried by City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

#### **K. Early Termination**

K.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:

K.1.1 By mutual written consent of the parties;

K.1.2 By City for any reason within its sole discretion, effective upon seven days prior written notice with delivery of written notice to Consultant by mail or in person; and

K.1.3 By Consultant, effective upon seven days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.

K.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, 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, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

K.3 If City terminates the Agreement for its own convenience, 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 City under this Agreement.

K.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant

shall surrender to City items of work or portions thereof, referred to in Paragraph O for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

**L. Suspension of Work**

City may suspend, delay or interrupt all or any part of the work 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 the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant. Should the City suspend, delay or interrupt the work and the suspension is not within the Consultant's control, then the City shall extend the time of completion by the length of the delay and the method of compensation shall be adjusted to reflect the Consultant's increase or decrease in its standard hourly rates.

**M. Subconsultants and Assignments**

M.1 Unless expressly authorized in Exhibit A or Paragraph I of this Agreement, Consultant shall neither subcontract with others for any of the work prescribed herein, nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from City. Work may be performed by persons other than Consultant, provided Consultant advises City of the names of such subcontractors and the work which they intend to perform and the City specifically agrees thereto. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). Except as otherwise provided by this Agreement, City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this contract without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City.

M.2 City shall have the right to let other agreements be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers or subconsultants on the project and the City so that all portions of the project may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and subconsultants and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

**N. Access to Records**

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

**O. Work is Property of City**

- A. Originals or Certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing the Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.
- B. Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by City or their designees, of all work performed by Consultant pursuant to this contract without the express written permission of the Consultant.
- C. City agrees it will indemnify and hold Consultant harmless for all losses or damages that may arise out of the reuse of specific engineering designs incorporated into extensions, enlargements or other projects, without the express written permission of the Consultant.

**P. Law of Oregon**

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279 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.

Consultant shall adhere to all applicable federal and state laws, 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 which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

**Q. Adherence to Law**

Consultant shall adhere to all applicable federal and state laws, 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 which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

**R. Modification**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant

receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

## **S. Other Conditions**

- S.1 Except as otherwise provided in paragraphs S.1.1, S.1.2, and S.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the project; and further, that any review or approval by the owner of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.
- S.1.1 **Subsurface Investigations.** In soils, foundation, ground water, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.
- S.1.2 **Opinions of Cost, Financial Considerations, and Schedules.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.
- S.1.3 **Record Drawings.** Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is responsible for any errors or omissions about which the Consultant knew or should have known in the information from those employees or firms employed by the Consultant under the terms of the contract as stated therein that is incorporated into the record drawings.

S.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any subsequent breach by Consultant.

**T. Integration**

This Agreement, including but not limited to Exhibits and Consultant's proposal submitted to City 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.

**U. Miscellaneous / General**


Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this agreement as described herein.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this 7<sup>th</sup> day of May, 2001

CONSULTANT:

HDR Engineering, Inc.  
Name of Firm

By   
Typed or  
Printed Name: Steven R. Walker

Title: Vice President

Mailing  
Address: 10300 SW Greenburg Road

Suite 500

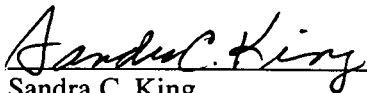
Portland, OR 97233

Employer Taxpayer I.D. No. 47-0680568

CITY OF WILSONVILLE:

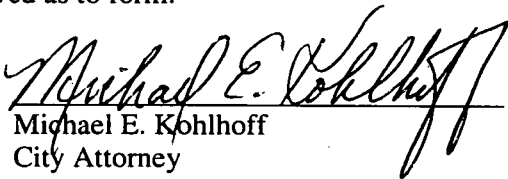
By   
Michael A. Stone  
City Engineer

Attest:

  
Sandra C. King  
City Recorder

Mailing  
Address: 30000 SW Town Center Loop East  
Wilsonville, OR 97070

Approved as to form:

  
Michael E. Kohlhoff  
City Attorney

**EXHIBIT "A"**  
**ITEMS TO BE PROVIDED BY HDR ENGINEERING, INC.**

**CITY OF WILSONVILLE**  
**WASTEWATER FACILITY PLAN UPDATE**

This project involves development of a Facility Plan for upgrade of the wastewater treatment plant, and associated activities. The project includes the following tasks:

- ▶ Task 100: Scoping Workshop
- ▶ Task 200: Basis of Planning
- ▶ Task 300: Existing Facility Review
- ▶ Task 400: Regulatory Review and Permit Compliance
- ▶ Task 500: Treatment Alternatives
- ▶ Task 600: Site Master Planning
- ▶ Task 700: Facility Plan Implementation
- ▶ Task 800: Project Management

**TASK 100: Scoping Workshop**

**Objective**

Prior to developing a final scope and budget, meet with the City to refine goals and objectives for the project, and to establish priorities for allocating budget amongst the various work tasks.

- ✓ Conduct project scoping workshop with City staff to define goals and expectation, identify near-term and long-term questions that must be answered by the planning process, define communication and decision-making processes, and review/modify the draft scope, budget, and schedule.
- ✓ As part of meeting preparation, review DEQ guidelines for facility planning and proposed outline for Facility Plan to ensure that content and format meets DEQ and City's needs.
- ✓ Revise and resubmit the scope, budget, and schedule for City review and adoption.

**Deliverables**

- ▶ Workshop Agenda
- ▶ Workshop Summary
- ▶ Revised Scope, Budget, and Schedule

**City Involvement**

- ▶ Attend Scoping Workshop

## **TASK 200: Basis of Planning**

### **Objective**

- ✓ Review prior work. Establish service area boundary, flow projections, and wasteload projections to use for facility planning.

### **Sub-task 210: Review Existing Documentation**

Review relevant documents completed/compiled to date. Review is assumed to include:

- ▶ Comprehensive Plan
- ▶ Current Wastewater Facilities Plan
- ▶ Collection System Master Plan

### **Sub-task 220: Flow and Waste Load Projections**

Review flow and loading data from the plant for the last three years to evaluate average wastewater loads and to establish flow and load peaking factors for maximum-month, maximum-week, and maximum-day dry weather and wet weather conditions. Peak instantaneous flows used in the Collection System Master Plan will be compared to those determined according to DEQ guidelines, and facility planning values selected.

Conduct a meeting with City staff to review average flows under current and build-out conditions as developed in the Collection System Master Plan. Review assumptions used to develop Collection System Master Plan, and assure that assumptions (including projected build-out date of 2035) are appropriate for wastewater facility planning.

Develop flow and loading projections for ultimate buildout and in five-year increments for the next 20 years. Build-out land use will be used for the region within the city limits and urban planning areas as defined in the Collection System Master Plan. Interim projections will be developed as straight-line estimates based on current values and projected build-out values in 2035.

### **Sub-task 230: Draft Chapter 1**

Prepare Draft Chapter 1, Flow and Wasteload Projections, for inclusion in the Facility Plan. Submit to City for review; incorporated review comments in Draft Facility Plan (subtask 720).

### **Deliverables**

- ▶ Meeting review materials
- ▶ Draft Chapter 1, Flow, and Wasteload Projections

### **City Involvement**

- ▶ Provide 1997-2000 flow and wasteload data on disk or CD-ROM.
- ▶ Participate in meeting to review flow and wasteload projections.
- ▶ Review Draft Chapter 1 and provide written comments.



## **TASK 300: Existing Facility Review**

### **Objective**

- ✓ Define the capacity, condition, and limitations of the Wilsonville treatment plant and biosolids management program.

### **Sub-task 310: Review Process and Treatment Plant Data**

Review plant data and documentation, including:

- ▶ Trend capacity analysis
- ▶ Operational records
- ▶ Biosolids reuse program

### **Sub-task 320: Facility Operations and Performance**

Meet with staff to review operating data and gain input regarding process and equipment performance over the last 3-5 years.

### **Sub-task 330: Process Modeling**

Complete and calibrate a steady-state model of major liquid and solids processes using HDR's ENVision model. Use the model, plant performance data, and design criteria to assess the capacity and limitations of existing unit processes.

### **Sub-task 340: Hydraulic Analysis**

Perform hydraulic analysis of the liquid stream processes using a spreadsheet model. Determine peak hydraulic capacity, identify hydraulic restrictions, and define hydraulic profile.

### **Sub-task 350: Process Condition Assessment**

Jointly with City staff, perform an assessment as to the condition of major process equipment in the liquid and solids treatment systems, and major electrical and control system equipment. Develop a prioritized list of equipment recommended for upgrade, replacement, or abandonment.

### **Sub-task 360: Outfall Inspection**

During low river flow conditions, conduct a physical inspection to document the condition of the City's outfall in the Willamette River. A dive team will perform the inspection, which will examine exposed pipe sections, joints, pile and pile caps for structural condition. In addition, dye will be injected in the effluent for leak detection.

### **Sub-task 370: Energy Audit**

Conduct an energy audit of current process equipment and instrumentation. Review utility billing information for the last two years (demand, consumption, and cost). Conduct an Energy Audit Workshop with City staff, review equipment operating hours, capacity, and electrical consumption. Identify recommendations for reducing operational cost by minimizing energy consumption, evaluate effect of proposed change on operations and maintenance, and conduct

cost analysis. Meet with the City to identify energy-saving options to include in recommended plan.

### **Sub-task 380: Draft Chapter 2**

Prepare Draft Chapter 2, Review of Existing Facilities, for inclusion in the Facility Plan. Submit to City for review; incorporated review comments in Draft Facility Plan (subtask 720).

#### **Deliverables**

- ▶ Meeting agendas and minutes
- ▶ Draft Chapter 2, Review of Existing Facilities

#### **City Involvement**

- ▶ Provide input regarding performance, maintenance, and condition of existing equipment.
- ▶ Provide copies of utility billing for 1999-2000.
- ▶ Participate in Energy Audit Workshop.
- ▶ Review Draft Chapter 2 and provide written comments.

## **TASK 400: Regulatory Review and Permit Compliance**

#### **Objective**

- ✓ Identify water quality and regulatory requirements driving treatment, effluent management, or biosolids reuse decisions. Complete mixing zone study and temperature management plan as required in current NPDES permit.

### **Sub-task 410: Mixing Zone Study**

Conduct a dilution/mixing zone study to establish effluent concentrations found at the end of the mixing zone and the zone of initial dilution given in the current NPDES permit. Analyze results with regard to critical salmon habitat.

- ▶ **Mixing Zone Study Plan:** Prepare a *Mixing Zone Study Plan* outlining the planned approach to the mixing zone study, and submit to City and DEQ for review.
- ▶ **Data Compilation/Model Input Development:** Compile and statistically analyze effluent and river quality data provided by the City to estimate the dilution required to meet water quality standards. Existing gage data from other locations on the river will be used to synthesize design river flows at the discharge location, for purposes of developing input values for the dilution modeling.

**Model Existing Discharge Structure:** Develop a dilution model of the existing discharge structure using as-built information and results of the outfall inspection. Using values developed in Task 200, simulate the treatment plant discharge under design conditions in order to predict effluent plume trajectory and dilution. Estimated dilution at the edges of the mixing zone and zone of immediate dilution will be generated.

- ▶ **Mixing Zone Study Report:** Prepare a *Mixing Zone Study Report* describing the methods used in completing the study as well as the results and conclusions.
- ▶ **Respond to DEQ Comments:** As necessary, respond to DEQ comments by conducting additional modeling or data analysis. Because the extent of DEQ comments is not known, this effort has been budgeted as an allowance.

### Sub-task 420: Temperature Management Plan

Develop a Temperature Management Plan in accordance with DEQ's Temperature Implementation Guidance document for point sources. The plan will be developed to address current temperature standards, but will incorporate the flexibility to integrate the new standard currently being developed with as little modification as possible.

- ▶ **Ecosystem Overview:** Summarize existing physical characteristics of the stream reach and aquatic species, including summaries of life history, physical requirements, timing and distribution within the stream reach for salmonid species. Physical characteristics examined will include bathymetry, substrate, riparian vegetation, and flow regime. A summary of the basin including significant upstream users and discharges will also be completed. It is assumed that the City will provide all necessary physical data.
- ▶ **Water Quality Analysis:** Temperature conditions within the stream reach will be analyzed for annual, seasonal, and daily variations. Factors that affect the thermal load within the stream reach will be identified. Factors could include flow, width to depth ratio, shading, and turbulent mixing of the river.
- ▶ **Mixing Zone Data Interpretation:** The results of the mixing zone analysis will be summarized and incorporated into the Temperature Management Plan. Discharge and ambient conditions, the dilution ratio, plume trajectory, and time to edge of mixing zone will be discussed.
- ▶ **Evaluation of Management Options:** Evaluate in-plant and other options for achieving the temperature standard. In-plant options that will be evaluated include covering basins; modifying the outfall; cooling the effluent; and diverting, storing, or otherwise modifying effluent discharge practices. Other options include instream flow augmentation, riparian plantings, and effluent trading. Impacts of discharge management options on the dilution ratio and plume trajectory will be examined. The effectiveness of these options in relation to the Wilsonville WWTP as well as implementation measures, conceptual cost, and timeline of implementation will be developed.

### Sub-task 430: Regulatory Requirements

In addition to the results of Sub-tasks 410 and 420, review information on existing, pending, or anticipated regulations regarding restrictions on discharge to the Willamette River, effluent reuse, biosolids and air emissions. Based on this review:

- ▶ Develop a spectrum of probably, best and worst case regulatory scenarios that could affect the scope and extent of the treatment facilities. Identify the likely timeframe in which these scenarios would necessitate treatment modifications.
- ▶ Define guidance for addressing future uncertainties in the facility planning.
- ▶ Review monitoring requirements and identify opportunities for relief.

#### **Sub-task 440: DEQ Coordination**

Participate in meetings with DEQ to review the process for and results of the mixing zone study and temperature management plan. Two meetings with DEQ have been assumed, to be conducted jointly with the City's project manager. No meetings with EPA or the National Marine Fisheries Service are assumed to be required.

#### **Sub-task 450: Draft Chapter 3**

Prepare Draft Chapter 3, Water Quality and Regulatory Requirements, for inclusion in the Facility Plan. Submit to City for review; incorporated review comments in Draft Facility Plan (subtask 720).

#### **Deliverables**

- ▶ Mixing Zone Study Plan
- ▶ Mixing Zone Study Report
- ▶ Temperature Management Plan
- ▶ Meeting agendas and minutes
- ▶ Draft Chapter 3, Water Quality and Regulatory Requirements

#### **City Involvement**

- ▶ Provide copies of any available data regarding river water quality, stream gage data, and physical characteristics
- ▶ Provide copy of as-built drawings for existing outfall
- ▶ Review Mixing Zone Study Plan
- ▶ Review Mixing Zone Study Report
- ▶ Review Temperature Management Plan
- ▶ Attend meetings with DEQ
- ▶ Review and provide written comments on Draft Chapter 3

### **TASK 500: Treatment Alternatives Evaluation**

#### **Objective**

- ✓ Identify, develop, and evaluate treatment alternatives to optimize existing capabilities and meet projected regulatory and planning requirements. The planning will focus on requirements for ultimate buildout and then develop logical phasing of improvements for near-term requirements.

### **Sub-task 510: Alternative Development Workshop**

Conduct a one-day workshop to brainstorm and screen liquid and solids treatment alternatives and potential effluent reuse locations, and discuss evaluation criteria. Develop planning guidance related to technical issues such as:

- ▶ level of redundancy for unit processes and individual equipment items
- ▶ level of automation
- ▶ anticipated level of staffing
- ▶ specific treatment or equipment options such as chemical consumption, ability to run attended, maintenance requirements, etc.

This workshop will result in no more than two to three treatment alternatives carried forward for each unit process/treatment area.

### **Sub-task 520: Develop Alternatives**

Develop alternatives for projected ultimate buildout conditions. Development will include:

- ▶ sizing of major treatment units
- ▶ preliminary process schematics
- ▶ evaluation of potential odor control measures
- ▶ review of the City's biosolids management practices; recommendations for future biosolids handling, storage, and reuse; and evaluation of impacts on treatment process requirements
- ▶ planning-level estimates of capital and operating costs
- ▶ discussion of phasing opportunities

### **Sub-task 530: Evaluate Reuse Alternatives**

Evaluate potential for effluent reuse at specific sites identified in Subtask 510. Determine potential demand on a monthly basis, and evaluate impact on treatment processes (if any) of producing effluent that meets Oregon's regulations for Class IV Reuse water.

### **Sub-task 540: Alternative Evaluation Workshop**

Conduct a workshop with the City to review treatment alternatives and preliminary evaluations, and analysis of reuse opportunities. Gain input from the City to use in selection of a preferred alternative.

### **Sub-task 550: Draft Chapter 4**

Prepare Draft Chapter 4, Alternatives Evaluation, for inclusion in the Facility Plan. Submit to City for review; incorporated review comments in Draft Facility Plan (subtask 720).

### **Deliverables**

- ▶ Preparation material for Alternative Development Workshop
- ▶ Preliminary summary of alternatives for Alternative Evaluation Workshop

- ▶ Draft Chapter 4, Alternatives Evaluation

#### **City Involvement**

- ▶ Participate in Alternative Development Workshop
- ▶ Participate in Alternative Evaluation Workshop
- ▶ Provide guidance for recommended plan
- ▶ Review and provide written comments on Draft Chapter 4.

### **TASK 600: Site Master Planning**

#### **Objective**

- ✓ Define site planning criteria to meet wastewater operations requirements. Identify neighborhood and aesthetic issues impacting site development and operation. Evaluate site requirements for short-term and ultimate wastewater facility needs.

#### **Sub-task 610: Site Planning Criteria**

Meet with the City to establish site planning criteria and to identify key neighborhood or aesthetic issues impacting site planning such as lighting, perimeter buffers, etc.

#### **Sub-task 620: Site Plan Development**

Based on the facility requirements in Task 500, develop two to three alternative site layouts for the treatment plant to accommodate ultimate buildout of the service area. The layouts will identify the location and phasing of facilities needed in the short- and long-term.

Meet with the City to review site development issues and select preferred layout for ultimate site development.

#### **Sub-task 630: Draft Chapter 5**

Prepare Draft Chapter 5, Site Master Plan, for inclusion in the Facility Plan. Submit to City for review; incorporated review comments in Draft Facility Plan (subtask 720).

#### **Deliverables:**

- ▶ Site layouts for review
- ▶ Draft Chapter 5, Site Master Plan

#### **City Involvement:**

- ▶ Provide input on alternative site development plants
- ▶ Review and provide written comments on Draft Chapter 5

## **TASK 700: Facility Plan Implementation**

### **Objective:**

- ✓ Develop a detailed description of the recommended improvements for meeting treatment needs over the planning period and through ultimate buildout.
- ✓ Develop an implementation plan for near-term improvements. Develop cost estimates to be used for capital improvement planning, rate evaluation, and system development charge assessment.

### **Sub-task 710: Detailed Recommended Plan Development**

Based on results of Task 500, develop a detailed description and cost estimate for the recommended plan. Recommended plan will include improvements based on alternative analysis, as well as improvements needed to address existing condition deficiencies identified in Task 300. Include an implementation plan that outlines:

- ▶ Capital improvement requirements for the planning period
- ▶ Prioritized CIP program for the next five years
- ▶ Estimated O&M costs
- ▶ Implementation action items such as permitting, land acquisition, or coordination with other governmental or private bodies
- ▶ Expected performance/outstanding issues
- ▶ Conditions that would trigger the next expansion phase or updating the Facility Plan
- ▶ Summarize in Draft Chapter 6, Recommended Plan

### **Sub-task 720: Draft Facility Plan**

Prepare Draft Facility Plan, incorporating review comments from draft chapters. Provide 5 copies to the City for review of the Draft Facility Plan document. A Draft Facility Plan review meeting will also be held with the HDR project manager and City review staff to discuss key points of the document and identify significant changes in previously reviewed draft chapters. Address City review comments and provide 5 copies of the Final Draft Facility Plan and one camera-ready copy for reproduction and distribution to Planning Commission and Council work sessions.

### **Sub-task 730: Public Meetings**

Participate in two public meetings to review findings and preliminary recommendations of the Final Draft Facility Plan. Based on the public involvement process used for the Collection System Master Plan, it is assumed that the City will be responsible for setting up and advertising for the meetings, with HDR providing support in presentation of materials. Provide support for City staff in presentation of Facility Plan to Planning Commission, Budget Committee, and City Council.

### **Sub-task 740: Final Facility Plan**

Prepare an Executive Summary and an addendum to the Final Draft Facility plan addressing comments from the Planning Commission and City Council work sessions. The Executive Summary will be developed in a format that will meet Planning Department standards of clearly identifying facility plan goals and policies standards and methods of implementation. Provide 15 hard copies, 1 camera-ready copy and two electronic copies (CD-ROM format) to City.

#### **Deliverables:**

- ▶ Draft Chapter 6, Recommended Plan
- ▶ Draft Facility Plan
- ▶ Final Draft Facility Plan
- ▶ Executive Summary
- ▶ Facility Plan Addendum
- ▶ Presentation materials for public meetings, planning commission, budget committee, and Council presentations

#### **City Involvement:**

- ▶ Review and comment on Draft Chapter 6
- ▶ Review and comment on Executive Summary
- ▶ Review and comment on Draft Facility Plan
- ▶ Set up and attend public meetings

### **TASK 800: Project Management**

#### **Objective:**

- ✓ Plan and execute the facility plan development in accordance with the schedule, budget, and quality expectations. Establish and maintain effective communication among City and consultant staff.

#### **Sub-task 810: Project Guide**

Prepare a Project Guide that clearly describes expectations, roles, responsibilities, scope, schedule and budgets. The Guide will include HDR's Project Management Plan, and will define QA/QC procedures and protocols for communication amongst the project team. The Project Guide will be distributed to the City and Consultant project team.

#### **Sub-task 820: Scope, Budget and Schedule**

Monitor project activities for potential changes, anticipate changes wherever possible, and with City approval, modify project tasks and approach to keep the overall project within budget and on schedule.



### **Sub-task 830: Progress Meetings**

Hold monthly project team meetings with the City's project manager and selected HDR staff to review project status and action items. The team will review the project status in terms of work completed, work remaining, budget, schedule, and estimated cost to complete. Monthly invoices and progress reports will be prepared and submitted at monthly progress meetings. Twelve meetings are anticipated. To the extent possible, these meetings will be combined with meetings regarding specific technical topics for maximum efficiency.

### **Sub-task 840: Quality Assurance and Quality Control**

Provide quality control review of all work activities and project deliverables.

#### **Deliverables:**

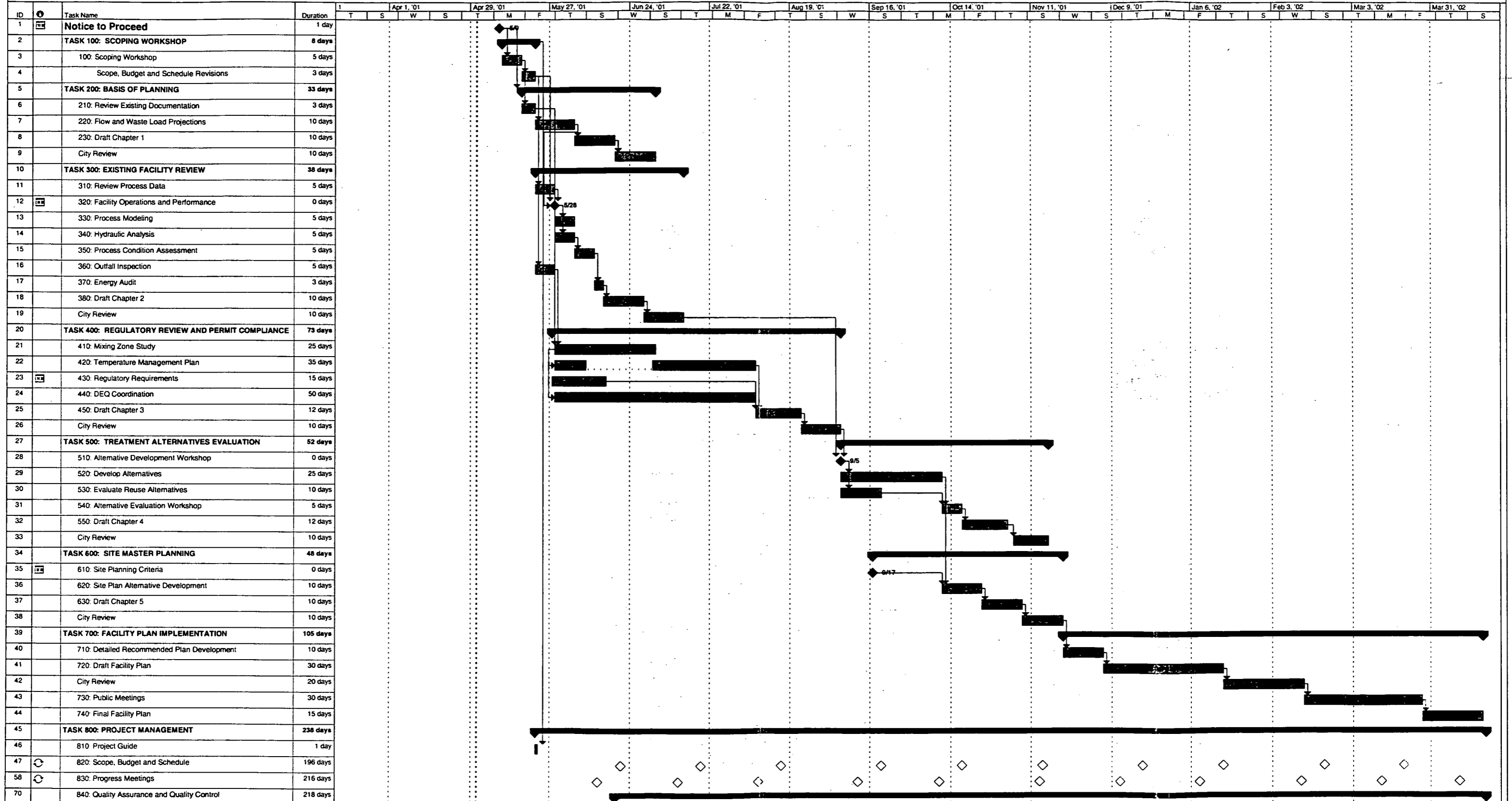
- ▶ Project Guide
- ▶ Monthly invoices and progress reports

#### **City Involvement:**

- ▶ Attend monthly project team meetings
- ▶ Review status reports and approve invoices
- ▶ Review and approve modifications to approach, schedule, and deliverables as appropriate

Level of Effort City of Wilsonville Wastewater Facility Plan	HDR Engineering, Inc.										Limno Tech	Cosmopolitan	Total Budget	
	Project Principal	Technical Advisor & QA/QC	Project Manager	Senior Engineer (Task Leaders)	Project Engineer	CADD & GIS Staff	Clerical/Accounting	Hours	Labor	Expenses	Budget	Budget		Budget
	\$ 175.00	\$ 160.00	\$ 150.00	\$ 115.00	\$ 70.00	\$ 66.00	\$ 64.00							
<b>Task Description</b>														
<b>TASK 100: SCOPING WORKSHOP</b>														
100 Scoping Workshop	0	0	4	20	4			28	\$ 3,180		\$ 3,180			\$ 3,180
Sub-total	0	0	4	20	4	0	0	28	\$ 3,180	\$ 200	\$ 3,380			\$ 3,380
<b>TASK 200: BASIS OF PLANNING</b>														
210 Review Existing Documentation				4	2			6	\$ 600		\$ 600			\$ 600
220 Flow and Waste Load Projections			2	6	24			32	\$ 2,670		\$ 2,670			\$ 2,670
230 Draft Chapter 1		2	2	12	16		8	40	\$ 3,632		\$ 3,632			\$ 3,632
Sub-total	0	2	4	22	42	0	8	78	\$ 6,902	\$ 600	\$ 7,502			\$ 7,502
<b>TASK 300: EXISTING FACILITY REVIEW</b>														
310 Review Process Data				2	24			26	\$ 1,910		\$ 1,910			\$ 1,910
320 Facility Operations and Performance			2	4	0			6	\$ 760		\$ 760			\$ 760
330 Process Modeling				1	16			17	\$ 1,235		\$ 1,235			\$ 1,235
340 Hydraulic Analysis				1	6			9	\$ 675		\$ 675			\$ 675
350 Process Condition Assessment				8	0			8	\$ 920		\$ 920			\$ 920
360 Outfall Inspection				0	0			0	\$ -		\$ -		\$ 4,500	\$ 4,500
370 Energy Audit		12	2	0	26			42	\$ 4,180		\$ 4,180			\$ 4,180
380 Draft Chapter 2		2	2	4	24		8	40	\$ 3,272		\$ 3,272			\$ 3,272
Sub-total	0	14	6	20	100	0	8	148	\$ 12,952	\$ 1,300	\$ 14,252		\$ 4,500	\$ 18,752
<b>TASK 400: REGULATORY REVIEW AND PERMIT COMPLIANCE</b>														
410 Mixing Zone Study			2	2	0			4	\$ 530		\$ 530			\$ 530
420 Temperature Management Plan		12	2	0	150			164	\$ 12,720		\$ 12,720	\$ 31,100		\$ 46,820
430 Regulatory Requirements				32	0			32	\$ 3,680		\$ 3,680			\$ 3,680
440 DEQ Coordination			2	0	0			2	\$ 300		\$ 300			\$ 300
450 Draft Chapter 3			2	24	8		8	42	\$ 4,132		\$ 4,132			\$ 4,132
Sub-total	0	12	8	58	158	0	8	244	\$ 21,362	\$ 1,100	\$ 22,462	\$ 31,100		\$ 56,562
<b>TASK 500: TREATMENT ALTERNATIVES EVALUATION</b>														
510 Alternative Development Workshop			10	32	0			42	\$ 5,180		\$ 5,180			\$ 5,180
520 Develop Alternatives			16	56	120			192	\$ 17,240		\$ 17,240			\$ 17,240
530 Evaluate Reuse Alternatives				4	24			28	\$ 2,140		\$ 2,140			\$ 2,140
540 Alternative Evaluation Workshop			8	20	0			28	\$ 3,500		\$ 3,500			\$ 3,500
550 Draft Chapter 4			4	16	40	20	8	88	\$ 7,072		\$ 7,072			\$ 7,072
Sub-total	0	0	38	128	184	20	8	378	\$ 35,132	\$ 2,800	\$ 37,932			\$ 37,932
<b>TASK 600: SITE MASTER PLANNING</b>														
610 Site Planning Criteria			2	4	0			6	\$ 760		\$ 760			\$ 760
620 Site Plan Development			2	10	56	16		84	\$ 6,426		\$ 6,426			\$ 6,426
630 Draft Chapter 5			2	8	16	32	8	66	\$ 4,964		\$ 4,964			\$ 4,964
Sub-total	0	0	6	22	72	48	8	156	\$ 12,150	\$ 1,000	\$ 13,150			\$ 13,150
<b>TASK 700: FACILITY PLAN IMPLEMENTATION</b>														
710 Detailed Recommended Plan Development			4	24	32	8	8	76	\$ 6,640		\$ 6,640			\$ 6,640
720 Draft Facility Plan			8	24	60	16		108	\$ 9,216		\$ 9,216			\$ 9,216
730 Public Meetings			8	2	16			26	\$ 2,550		\$ 2,550			\$ 2,550
740 Final Facility Plan				8	16	4	4	32	\$ 2,560		\$ 2,560			\$ 2,560
Sub-total	0	0	20	58	124	28	12	242	\$ 20,966	\$ 1,700	\$ 22,666			\$ 22,666
<b>TASK 800: PROJECT MANAGEMENT</b>														
810 Project Guide			2	2	8			12	\$ 1,090		\$ 1,090			\$ 1,090
820 Scope, Budget and Schedule			16	24	0		36	76	\$ 7,464		\$ 7,464			\$ 7,464
830 Progress Meetings			24	40	0			64	\$ 8,200		\$ 8,200			\$ 8,200
840 Quality Assurance and Quality Control	8	40		0	0			48	\$ 7,800		\$ 7,800			\$ 7,800
Sub-total	8	40	42	66	8	0	36	200	\$ 24,554	\$ 2,500	\$ 27,054			\$ 27,054
<b>TOTALS</b>	<b>8</b>	<b>68</b>	<b>128</b>	<b>394</b>	<b>692</b>	<b>96</b>	<b>188</b>	<b>1,474</b>	<b>\$ 137,198</b>	<b>\$ 11,200</b>	<b>\$ 148,398</b>	<b>\$ 34,100</b>	<b>\$ 4,500</b>	<b>\$ 186,998</b>

**City of Wilsonville  
Wastewater Facility Plan Update**



City of Wilsonville Facility Plan Update

Task: [Solid Bar] Progress: [Dotted Bar] Summary: [Thick Bar] Rolled Up Split: [Thin Bar] Rolled Up Progress: [Thick Dotted Bar] Project Summary: [Thick Bar]

Split: [Dotted Bar] Milestone: [Diamond] Rolled Up Task: [Thick Bar] Rolled Up Milestone: [Diamond] External Tasks: [Hatched Bar]

**EXHIBIT "B"**  
**ITEMS TO BE PROVIDED BY THE CITY OF WILSONVILLE**

**CITY OF WILSONVILLE**  
**WASTEWATER FACILITY PLAN UPDATE**

1. 1997-2000 flow and wasteload data on disk or CD-ROM.
2. Copies of operational records as required.
3. Copies of utility billing for 1999-2000.
4. Copies of any available data regarding river water quality, stream gage data, and physical characteristics.
5. Aerial photographs of plant site and river; maximum 1:24,000 scale.
6. As-built drawings for existing treatment plant and outfall.
7. Presentations to Planning Commission and City Council, with consultant assistance.
8. Presentations at public meetings, with consultant assistance.
9. Review of Technical Memoranda.
10. Provide plant knowledge and history through personnel interview process.

**EXHIBIT "C"**  
**HDR ENGINEERING, INC.**

**CITY OF WILSONVILLE**  
**WASTEWATER FACILITY PLAN UPDATE**

**Rate Schedule**

<u>Job Classification</u>	<u>Billing Rate</u>	<u>Expenses</u>
Project Principal	\$ 175	
Technical Advisor & QA/QC	\$ 160	10% Markup on Direct Expenses
Project Manager	\$ 150	10% Markup on Subconsultant's Fee
Senior Engineer/Task Leader	\$ 115	
Project Engineer	\$ 70	
CADD & GIS Staff	\$ 66	
Clerical/Accounting	\$ 64	

**Standard Expense Rates**

Standard Photocopying	\$ 0.10/page
Print copying	\$ 0.25/sq. ft.
Fax	\$0.55/page
Mileage	\$ 0.32/mile
Computer – Engineer	\$ 10/hour
Computer – CADD	\$ 15/hour
Plotter	See schedule below

BLACK			COLOR		
PAPER PLOTS OR RG			PAPER PLOTS		
	X-Y	CHARGE		X-Y	CHARGE
E-size	30x42	10.00	E-size	30x42	12.00
D-size	24x36	7.00	D-size	24x36	8.50
C-size	18x24	4.00	C-size	18x24	4.75
B-size	12x18	3.00	B-size	12x18	3.75

PRESENTATION OR PREMIUM BOND			PRESENTATION		
	X-Y	CHARGE		X-Y	CHARGE
E-size	30x42	23.25	E-size	30x42	28.50
D-size	24x36	16.50	D-size	24x36	20.25
C-size	18x24	10.50	C-size	18x24	13.15
B-size	12x18	6.00	B-size	12x18	8.65