

**RESOLUTION NO 2210**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT AMENDMENT WITH RW BECK, INC. TO PROVIDE OWNERS REPRESENTATIVE PROFESSIONAL SERVICES FOR THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT – PHASE B ( CONCEPTUAL DESIGN & REQUEST FOR PROPOSALS (RFP) Project #2082)**

WHEREAS, pursuant to Resolution 2159, adopted on January 26, 2009, the City Council/Local Contract Review Board authorized the City Engineer to execute a Owner's Representative contract with R.W. Beck to provide professional services in Phases for the referenced project, with Phase A being in the amount of \$1,585,721 plus a contingency for other services that brings the total authority to \$2,000,000; and.

WHEREAS, the total cost of design and construction is currently estimated to be \$50 to \$60 million and the adopted appropriation for FY 2009/10 is \$5,700,000 which includes the estimated cost of the Owners Representative Services for a portion of Phase A and for Phase B an initial bond expenditures; and

WHEREAS, the next phase (Phase B) of the Owners Representative Contract Scope of Work, a copy of which is marked Exhibit A, attached hereto and incorporated by reference herein, consists of the key tasks that will be implemented in order to continue the overall project management approach, identify key technical information and establish the foundation of the Design-Build-Operate (DBO) procurement process, create, issue and evaluate the Request for Proposal (RFP); and outline the conceptual design. Phase B will use the information gathered in Phase A to develop the performance criteria, the design and construction standards, the detailed DBO Scope of Services and the technical submittal requirements as well as other contractual requirements of the DBO service contract for the RFP; and

WHEREAS, RW Beck, Inc. has proposed to accomplish the Phase B of the professional engineering services for a time and materials fee, not to exceed \$2,399,460.00; and

WHEREAS, the general description of the all phases of work (Phases A, B, C & D) is shown in Exhibit B, a copy of which is attached hereto and incorporated by

reference herein. Phase C includes monitoring the selected DBO team to ensure compliance with the directives of the DBO service contract, adherence to the schedule and cost guarantees and adequacy and compliance with contractual and industry requirements for design and construction. Phase D includes oversight and verification of the findings of the DBO team's acceptance testing efforts to ensure the upgraded facilities and processes are performing as designed and are able to meet the performance requirements. It also includes on-going support related to equipment performance testing and reporting; and

WHEREAS, each of the future Scope of Work Phases will be negotiated with RW Beck, Inc. and awarded at future Council meetings by the City Council/Local Contract Review Board; and

WHEREAS, RW Beck, Inc. has proposed to accomplish all four phases of the project for an estimated \$5,000,000 (2009\$); and

WHEREAS, the City does not have on staff personnel with the expertise required to perform the tasks detailed in the Scope of Service nor has experience in creating an RFP for a DBO contracting services; and

WHEREAS, staff has determined that the fees, as proposed by RW Beck, Inc. and major subcontractor Brown & Caldwell, are fair and reasonable based on the demonstrated experience with Phase A, RW Beck's agreement to confirm at its current fee rate, the strategic management of their staff, and the responsiveness of the RW Beck/Brown & Caldwell to meet the aggressive design and construction schedule, and City staff's review of project pricing and performance of this team on other similar projects; and

WHEREAS, during the aggressive schedule of Phase A, R.W Beck, Brown & Caldwell and City staff were able to accomplish numerous tasks. Brown & Caldwell provided information on the performance of our WWTP, condition of our collection system and various technical memos which form a detailed basis of design and capacity phasing approach; and,

Whereas, the City advertised the Request for Statement of Qualifications (SOQ) for the DBO project on September 10 & 17, 2009 and, attached as Exhibit D, is a short-list of the three pre-qualified proposers and time is of the essence; and

WHEREAS, continuation of RW Beck and it's subcontractors Brown and Caldwell to provide Owners Representation will not diminish competition given the initial competitive selection process as set forth in Resolution No. 2159 and will result in substantial cost savings as there will be no duplication of costs that would be probable from a new service to provide review and analysis of the work previously accomplished in Phase A; and

WHEREAS, the City staff recommends that the City Council acting as the Local Contract Board authorize a Professional Services Agreement amendment with RW Beck to provide Owners Representative Professional Services.

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

1. The recitals of findings above are incorporated by reference herein as findings and conclusion of the City Council, acting as the Local Contract Review Board.
2. The City Council, acting as the Local Contract Review Board, does hereby find and conclude that the award of a PSA amendment for Owners Representative professional services, as set forth in Exhibit A from having been initially selected through a competitive process is exempt from the competitive process as a continuation contract, and further concludes this award will not diminish competition based on the competitive qualification process used and will result in substantial cost savings given the negotiated price, staff's experience with RW Beck and it's major subcontractor Brown and Caldwell, and staff's research into pricing and performance on other similar projects.
3. The City Council, acting as the Local Contract Review Board, does hereby approve and authorize the City Engineer to amend the Owners Representative Professional Services Agreement between the City of Wilsonville and RW Beck, Inc., a copy of which is marked Exhibit "C", attached hereto and incorporated herein, to provide the Owners

Representative Phase B professional services recited within for the referenced project.

4. Subject to final completion of all improvements specified in the contract documents and any supplemental changes, the City Engineer is authorized to certify the required improvements complete and make final payment including release of retainage.
5. The City Engineer is authorized to approve change orders to this contract so long as total project costs do not exceed the Phase B budget amount of \$2,800,000 which includes the scope of consultant services plus an amount for contingency.
6. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of November, 2009, and filed with the Wilsonville City Recorder this date.

  
TIM KNAPP, MAYOR

ATTEST:

  
Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Tim Knapp	Yes
Council President Kirk	Yes
Councilor Ripple	Excused
Councilor Núñez	Yes
Councilor Hurst	Yes

Attachments:

Exhibit A – Project’s Scope of Work, Phase B –RFP Phase  
Exhibit B – General Description of All Phases of Work, Phases A, B, C, D  
Exhibit C – Master Professional Services Agreement with RW Beck, Inc  
Exhibit D – Engineering Department Staff Report and Recommendation dated November 2, 2009 from Jadene Stensland, P.E., Deputy City Engineer for Capital Projects

**EXHIBIT A**  
**WWTP EXPANSION - OWNER'S REPRESENTATIVE**  
**SCOPE OF WORK – PHASE B SERVICES**

**GENERAL**

The role of the Owner's Representative is to ensure that the alternative contracting method of Design-Build-Operate (DBO) project is properly solicited and awarded through a competitive RFQ/RFP process within the time constraints and that there is the expertise necessary to assist staff in the oversight and management of the DBO contract deliverables.

The scope of services for Phase A was negotiated previously and work initiated in January 2009. This following Scope of Services is for the second phase of the project (Phase B). Future phases will be negotiated separately and are discussed in summary below.

**Phase A – Background Documentation**

The Phase A Scope of Services identified the overall project management approach, identified key technical information including a Value Engineering Analysis, Influent Characterization, Procurement Strategy Development, Request for Qualifications (RFQ) and established the foundation of the Design-Build-Operate (DBO) procurement process that will be implemented in Phase B.

**Phase B – Request for Proposals (RFP) Solicitation**

In general, the Owner's Representative Phase B services include the development of the technical performance requirements and design requirements that will form the foundation of the Request for Proposals (RFP) document as well as the DBO service contract. Based on the performance requirements, the Owner's Representative will develop a three-volume RFP document consisting of the "front end", the draft DBO service contract and the technical appendices to the DBO service contract. Drawing on the analyses and findings of Phase A, Phase B will involve the development of all performance criteria, design and construction standards, review of pre-design reports prepared by DBO proposers, detailed DBO scope of service and technical submittal requirements as well as other contractual requirements as presented in the DBO service contract. Phase B also includes the evaluation of proposals and negotiation of the service contract.

**Future Phase C – DBO Contract Monitoring**

During Phase C, the Owner's Representative will monitor the selected DBO team to ensure 1) compliance with the directives of the DBO service contract and its technical appendices, 2) adherence to schedule and cost guarantees, and 3) adequacy and compliance with contractual and industry requirements for design and construction.

**Future Phase D – Services During Commissioning and Warranty / Reporting**

During Phase D, the Owner's Representative will oversee and verify the findings of the DBO team's acceptance testing efforts to ensure the upgraded facilities and processes are performing as designed and are able to meet the performance requirements. This also includes ongoing support related to equipment performance testing and reporting

## SCOPE OF SERVICES

R.W. Beck will maintain responsibility for the delivery of all activities in the Scope of Services, but will allocate specific task and subtask responsibilities to Brown and Caldwell, a Subconsultant. In general, Brown and Caldwell will direct all subtask activities associated with Tasks 2.2, 2.3, 2.4, 2.5, and 2.7.

The Consultant agrees to perform this Scope of Services. On-call services shall be based on Formal Task Authorizations specifying the task scope, schedule, and budget, and be executed by both parties.

The Consultant agrees that its team as proposed in the SOQ submittal will be committed to the Project for its duration. In particular Kyle Rhorer will serve as the Project Manager for the duration of the Project. Any changes to the project team as proposed in the SOQ must be approved by the City per the provisions described in the Agreement.

## SUB-CONSULTANTS

In addition to Brown and Caldwell, the following Subconsultants will provide various technical supporting services throughout Phase B. The Subconsultants identified below will report directly to Brown and Caldwell.

- AKS Engineering (Surveying)
- GeoDesign Inc. (Geotechnical)
- U.S. CAD (Architecture and BIM)
- GPS Data
- Heritage
- Barney-Worth (Public involvement)
- Pinnell-Busch (Primavera scheduling)
- HDW (External Legal Counsel)
- PEI (Instruments and Controls)
- EaDOC (Project Management Software)
- Greenbusch Group (acoustics)

## SUMMARY OF SCOPE OF SERVICES FOR PHASE B

- Project Management (2.1)
- Establish Baseline Condition for Assets (2.2)
- Operational Performance and Construction Criteria (2.3)
- Review of Conceptual Design Prepared by DBO Firms (2.4)
- Building Information Modeling (BIM) Elements (2.5)
- Risk Management Activities (2.6)
- DEQ Coordination (2.7)
- Request for Proposals (RFP) (2.8)
- Evaluate Proposals (2.9)
- Assist with DBO Contract Negotiations (2.10)
- Create and Maintain Project Schedules (2.11)
- Internal/External Outreach and Communication (2.12)
- Table of Phase B Deliverables and Tentative Schedule (2.13)

### 2.1 Project Management

2.1.1 Manage all Subconsultants on the team, directing the flow of information between the consultant team members and the City's Project Manager, and among

subcontractors and City's internal and external legal counsel as well as other stakeholder groups as applicable. In addition to the responsibilities described in 2.1.2 and 2.1.3, the consultant shall:

- Communicate clearly and regularly with the City's project manager
- Provide exhibits, maps, figures, on an as needed basis as expeditiously as possible (sometimes within an hour, if feasible)
- Provide, monitor and update overall project schedule
- Create, maintain and update monthly (min.) a detailed, critical path schedule as described in Task 2.12.

2.1.2 Prepare monthly invoices in accordance with City requirements. Status reports shall accompany invoices. Monthly billing and status reports shall be clearly presented in an organized manner, with costs distributed among tasks and shall be submitted for payment no later than the 25<sup>th</sup> day of the following month.

2.1.3 Plan, facilitate, provide agendas and notes and attend regular project status and other stakeholder meetings (and/or conference calls) throughout Phase B. Specifically:

- Organize and conduct monthly progress meetings at City Hall or WWTP
- Organize and conduct weekly progress conference calls
- Prepare materials for meeting and participate in City Council work session and public hearings meetings as requested by City staff
- Prepare materials and attend agency meetings as requested

2.1.4 Oversee and validate all work and deliverables, including those prepared by subcontractors, in accordance with Owner's Representative's established Quality Assurance / Quality Control (QA/QC) methodology and Standards of Practice (SOP). Subject to future request and negotiation, provide Value Engineering (VE) services for specific tasks lead by Owner's Representative subcontractors.

2.1.5 Prepare key deliverables in accordance with City preferences and guidelines. Ensure that the Pre-Design Report meets the DEQ plan review requirements.

2.1.6 Work with City to procure information management services from EaDOC. Review proposed scope and contract, conduct negotiations (as necessary). Provide 12 month initial services of the EaDOC product. Incorporate EaDOC into design standards. Attend up to 2 EaDOC training courses.

## **2.2 Establish Asset Management Program Guidelines for DBO Firms**

Consultant will continue development of the asset management program guideline that was initiated under Phase A.

2.2.1 Using the asset inventory developed under Phase A, work with City staff to populate the MP-2 CMMS system with information on existing collection system and WWTP assets to establish baseline information for DBO firms.

2.2.2 Outline asset management program requirements for DBO to be incorporated into the RFP. Requirements will address asset documentation, asset nomenclature hierarchy, failure codes, use of the CMMS, asset data, asset condition, reliability centered maintenance strategies, spare parts policies and planning and budgeting for asset refurbishment and replacement.

## 2.3 Operational, Performance and Construction Criteria

- 2.3.1 **Existing Site and Facility Information.** Describe information to be made available to DBO firms for proposal preparation. Information will include: collection system and pump station, site and facility related documents including facility plan(s) and technical memoranda, geotechnical report(s), subsurface investigation(s), outfall evaluation(s), asset inventory and condition assessment report(s), process evaluation(s), hydraulic evaluation(s), site survey(s), documents from construction projects including existing drawings, operations and maintenance manual(s), existing access, truck circulation, and parking, and space allocation for future expansion.
- 2.3.2 **Influent Characteristics.** Define influent characteristics based on existing and historic wastewater quality and flow data. The information will include data from current and historical operations including collected during the wet-weather and dry-weather sampling programs completed under Phase A. The data will include flows, quality of plant influent and effluent, and data regarding certain unit processes. The data sources will be described along with the existing monitoring and sampling locations and some statistical evaluation of the data.
- 2.3.3 **Permitting and Other Approvals.** Describe the responsibilities of the DBO firm and the City for obtaining permits and approvals in coordination with Task 2.7.
- 2.3.4 **Treated Effluent, Biosolids, Hydraulic, Odor and Sustainability Performance Standards.** Establish performance standards and sampling and monitoring requirements for:
- Treated Effluent
  - Biosolids Management
  - Hydraulics
  - Odor
  - Sustainability
  - Miscellaneous systems
- The requirements will be used to evaluate DBO firm compliance through Acceptance Testing and Performance Warranty Period. Requirements may include hydraulic capacity, effluent quality, solids quality, and other criteria, as applicable. Effluent quality may include solids removal, TSS, BOD, fecal coliform, pH, percent solids, screenings, moisture content, flow, temperature, alkalinity, dissolved oxygen and other parameters, as applicable.
- The requirements will define the sampling and monitoring to demonstrate compliance with performance standards, and monitoring during the transition period, acceptance testing, and performance warranty period.
- 2.3.5 **WWTP Monitoring Requirements.** Establish plant-wide monitoring requirements for upgraded WWTP. The requirements will identify parameter, monitoring and sampling locations, recording frequency, and sampling method. Information will be presented in both tabular and graphical formats.
- 2.3.6 **Minimum Technical Requirements for Design.** In accordance with Oregon DEQ requirements, develop minimum technical requirements for the project including codes and standards to be used, functional requirements, basis of design information, material specifications, and other technical requirements. The



minimum technical requirements for design supplement and complement performance standards described in Subtask 2.3.4, and will include:

- General
  - General system requirements including quality and service life, life-cycle cost, ongoing operations during construction and acceptance testing, operability, maintainability, maintenance and repair, and facility siting
  - Codes, standards and guidelines
  - Development Review Board requirements
  - Oregon Land Use Planning requirements
  - Design and operating philosophy
  - Hydraulic modeling, freeboard requirements, and facility modifications
  - Inspections and other studies of existing equipment, facilities and structures
  - Pumping systems
  - Air systems
  - 
  - Cathodic protection
  - Architectural requirements, building service, allowable materials, and acoustics
  - Geotechnical
  - Structural including design loads, design conditions, deflections, seismic design, existing structures, foundation design, footings, piles (if required), concrete design, field testing, masonry, structural steel,
  - Mechanical including worker and vehicle access, equipment servicing and removal, disallowed equipment, reuse and rehabilitation of existing mechanical equipment, pumps, , piping and valves, gates, operators, and other mechanical equipment as required for liquid, solids and odor control systems below
  - Power supply, electrical, and standby generation including energy management
  - Instrumentation and control( including control and feedback capabilities) and SCADA
- Liquid Stream
  - Preliminary treatment (screenings and grit removal and processing)
  - Primary treatment
  - Secondary (biological treatment)
  - Disinfection
  - Outfall
  - Storage (if applicable)
- Solids Stream
  - Thickening
  - Stabilization
  - Dewatering
  - Drying (if applicable)
  - Storage (if applicable)
- Odor Control – Clearly articulate to DBO firms that the City has historic and continued problem with odors and expectation of elimination of odors is required.
- Site Work and Conditions
  - Operations Building
  - Maintenance Building
  - Roads, parking, access, walkways
  - Area lighting
  - Fencing and security
  - Landscaping and irrigation

2.3.7 **Repair and Replacement Work.** Develop standards and guidelines for facilities repair and replacement work needed to rehabilitate existing structures including:

- Concrete repair and modifications
- Roofing
- Additional repair work
- Collection system

2.3.8 **Construction Requirements.** Develop construction requirements including:

- Survey, limits of construction, and signage
- Coordination of construction work
- Coordination of work with off-site construction at nearby facilities (Fred Meyer, Boones Ferry Rd ODOT Interstate I-5)
- Management of on-site water and sanitation facilities
- Odor control
- Other construction measures including dust control, noise, and spill prevention and control
- Construction methods including staging areas, site access and parking, temporary utilities, verification of underground utility locations, and coordination of service disruptions
- Site security
- Erosion control and storm NPDES permit
- Excavation and shoring
- Soils disposal
- Dewatering
- Confined space entry
- Hazardous materials
- Abandoned pipe
- Site maintenance
- Demolition, salvage and disposal
- Landscape protection and site restoration

2.3.9 **Criteria for Operations and Maintenance Related Work.** Define operations and maintenance related work including operator and maintenance personnel training, interim and final operating plans, O&M manual, and asset numbering and tagging.

2.3.10 **Project Documentation Criteria.** Utilizing EaDOC software/service, provide additional photos and organize project documentation in a searchable electronic and hard-copy photo log including pre-construction photos, DBO phase photos and organization, videos, aerial photos, and other promotional materials.

2.4 **Conceptual Design Review.** Review up to three pre-design reports to confirm that they satisfy DEQ requirements for the design review exemption process. The pre-design reports will be prepared by the DBO firms and establish the basis for the recommended alternatives.

2.4.1 **Prepare Existing Site Condition Drawings.** Update site drawings representing existing site conditions to be used by the DBO firms as the basis for developing the pre-design report drawings. Site drawings will be updated using the GPR data collected under Task 2.6.

- 2.4.2 **Review the Basis of Design for Liquid and Solids Stream Processes.** Review the basis of design TMs prepared by the DBO firms including design criteria table for each liquid and solids stream unit process.
- 2.4.3 **Prepare Process Design Criteria and Review the Process Analyses.** Develop process design criteria to be incorporated into the RFP for the DBO firms. The process modeling tools BioWin and Mable will be used to establish criteria for the process designs. These process models will then be used to review the process analyses for the conceptual designs described in the pre-design reports prepared by the DBO firms. Brown and Caldwell's PROFILE model developed under Phase A will be updated to review the hydraulics of the designs proposed by the DBO firms. Influent sewer and outfall capacity will be included in the hydraulic analysis review.
- 2.4.4 **Review Basis of Design for Odor Control Systems.** Review the basis for design for odor control systems proposed in the predesign reports prepared by the DBO firms. Evaluate the designs to confirm that they meeting the odor control objectives developed under Task 2.5. Air dispersion modeling will be performed to verify compliance of proposed designs with project objectives. The air dispersion modeling will incorporate site specific weather data.
- 2.4.5 **Review Basis of Design for Auxiliary and Ancillary Systems.** Review the basis of designs for auxiliary and ancillary systems such as potable water, utility water, reclaimed water, service air, instrument air, and other systems.
- 2.4.6 **Review Basis of Design for Electrical Systems including Standby Power Generation.** Review the basis of designs for electrical system upgrade including service to site, electrical distribution, and standby power generation.
- 2.4.7 **Review Basis of Design for Instrumentation and Control Systems.** Review the basis of designs for instrumentation and control systems.
- 2.4.8 **Review Basis of Design for Site Work.** Review basis of design for site work proposed by DBO firms including process piping and all utilities including service connections.
- 2.4.9 **Review Construction Sequencing.** Evaluate construction sequencing proposed by DBO firms. Consider phasing and permit requirements.
- 2.4.10 **Cost Estimates.** Review pre-design level cost estimates prepared by DBO firms.
- 2.5 Building-Information-Modeling (BIM) Elements.** A building information model (BIM) will be developed in accordance with the National Building Information Model Standards (NBIMS) and Brown and Caldwell specific standards for elements NBIMS does not cover. The BIM will meet Level 5 the Architectural Institute of America's (AIA) Level of Development (LOD) per Document E202-2008, "Building Information Modeling Protocol Exhibit".

The BIM will be developed in Autodesk Revit software and delivered to the City in Autodesk Revit native format (.rvt) and Industry Foundation (ifc) file format. The .ifc file format was developed to facilitate interoperability in the building industry and is generally used to convert BIM models from one software platform to another. The .ifc file provided may not properly reflect the information in the native Revit file. Translation errors, like model object type mismatches and hatching differences, may occur when saving to the .ifc file format and then opening the .ifc file in any BIM software. Underground utilities as provided the site utility exploration under Task 2.6 will be included in the model using

Bentley software. Contours will be modeled using Bentley software, survey drawing and record drawing information.

**2.5.1 Laser Survey.** Use Light Detection and Ranging (LIDAR) to capture location of all visible objects. LIDAR will be used to capture data of the interior of the Process Gallery, Operations Building, and Control Building. LIDAR data will also be collected for the exterior of the site, including structures and surface features. A surveyor, licensed in the state of Oregon, will set project control for this data. This scope item includes post-processing and virtual survey of the LIDAR data by the surveying company to convert the raw LIDAR data into usable data points.

Interior scans will include walls, ceiling, piping, structural supports and features greater than two inches in size. Exterior scans will also be limited to objects greater than two inches in size. Higher scanning resolution is available but the laser scanning industry generally sees that the value of the additional information is less than the cost of obtaining the higher resolution. The value of the additional information is relatively low because the smaller objects are often less critical and easier to relocate.

**2.5.2 Modeling.** Modeling will be completed as described below:

General: Structural data will be limited to visible location, size and shape of elements. Architectural data will be limited to general wall and roof assembly construction, size, location, and shape of visible elements. No detailed architectural data will be provided, such as, but not wholly inclusive of, wall cabinets, furniture, plumbing, fixtures and finishes. Mechanical data will be limited to location and size of visible ducts, piping and equipment. No electrical data, other than location of control panels and power panels, will be provided. Generalized elements will be used for equipment representation. Data included with equipment will only be that obtained during previous field investigation.

Control Building and Operations Building: Interior and exterior laser scan data will be modeled using Autodesk as 3D objects. The laser survey will not include mechanical, electrical, or plumbing features that are above the suspended ceiling. These excluded items are not necessary for an overall understanding of the facilities and are not expected to be modified as part of the improvements.

Parshall Flume, Headworks Junction Box, Screening Channel, Effluent Filters, Biofilter in RBC basins and Blower Building, Sludge Drying Beds, Odor Control Equipment: Exterior laser scan data will be modeled using Autodesk software as 3D objects. Below grade structural entities will be modeled as 3D objects based on as-built data as necessary to correctly model the buried site piping. No additional detail will be provided, particularly of interior aspects of the structures or equipment, because these structures will be demolished and piping connections will be made outside of the existing footprints.

Process Gallery: Interior and exterior laser scan data will be modeled using Autodesk software as 3D objects. This will include all process piping, pipe supports, and groups of conduits. Items such as small diameter individual conduits, panel details, and light switches will not be modeled. These excluded items are not necessary for an overall understanding of the facilities and are not expected to be modified as part of the improvements. Structural aspects of the Process Gallery included in the laser scan will be modeled as BIM objects. Handrail, guardrail, and pipe supports, where not included in the laser scan data, will be modeled as BIM objects based on as-built information and field verification.

UV Disinfection, Reuse Pump Station, Primary Clarifiers, Aeration Basins, Secondary Clarifiers, Sludge Storage/Digestion and Sludge Loading: Exterior laser

scan data will be modeled using Autodesk software as BIM objects. Below grade and non-visible structural and process piping entities great than 2 ½" in diameter will be modeled as BIM elements based on as-built data. Process equipment will be modeled as outlined in above. Handrail and guardrail, where not included in the laser scan data, will be modeled as BIM objects based on as-built information and field verification. These structures are expected to remain, at least in the short term.

Sitework including below-grade piping: Underground utilities as provided by the site utility exploration under Task 2.6 will modeled as BIM objects using Autodesk software. Pipe type and size will be modeled as BIM elements based on data from the site utility exploration if available and as-built information where the site utility exploration is not conclusive. Contours will be modeled using Autodesk Civil3D software and survey data. Surface features included in the laser scan data will be modeled as BIM objects. Handrail and guardrail, where not included in the laser scan data, will be modeled as BIM objects based on as-built information and field verification.

**2.5.3 Presentations, Workshops and Meetings.** Three, 4-hour presentations of the BIM Model will be made at locations chosen by the City. Presentations will be made when the existing facilities are completely modeled, when the model is complete, and at one additional time chosen by the City. Presentations are limited to "walking through" the model manually during the presentation and do not include movies or fly-throughs generated in advance of the presentation.

**2.6 Risk Management Activities.** As a follow up to work completed under Phase A, additional risk management activities will be prepared prior to issuance of the RFP. These include evaluation site-specific issues including alternative effluent discharge methods, development of odor control criteria and air dispersion modeling, additional inspection of selected electrical systems, evaluation of dispatchable power generation, financial analyses, review of State Historic Preservation Office (SHPO) requirements, underground survey, and project construction phasing update.

**2.6.1 Geotechnical Investigation and Evaluation of Discharge Alternatives.** Preliminary calculations show that when the WWTP reaches 3 mgd flow, effluent discharge will violate Willamette River temperature TMDL and some alternative means of discharge will be required. It is desirable to demonstrate to the DBO proponents and DEQ what the options for effluent discharge are and how these could be managed. Alternatives include conventional effluent reuse via irrigation, indirect discharge to the receiving water via the hyporheic (gravel) zone along the river, and groundwater injection. Groundwater injection may be cost effective because the need to construct conveyance and distribution can be avoided.

- **Identify Potential Reuse Sites.** Identify potential reuse sites within a 3 mile radius of the WWTP. This effort will focus on landscape irrigation areas including golf courses, and build on existing knowledge of the local area with City staff. Determine the land area required for irrigation and flow equalization or storage needs.
- **Identify Potential Hyporheic Discharge Sites** Identify potential hyporheic discharge sites within a mile of the WWTP including the adjacent trailer park. Based on geological characteristics of the site, define space requirements and space parameters.

- **Perform Limited Pilot Testing.** Perform a limited pilot testing project by performing an injection and/or withdrawal test and groundwater parameter testing. The intent of the pilot testing will be to collect site-specific hydraulic response and thermal characteristic data at the site. If a larger well is developed (that can be incorporated into the final system), we anticipate a cost of approximately \$60,000 for installation, monitoring, and testing. If a smaller well (which will yield less reliable data and cannot be incorporated into the discharge system) is selected, we anticipate a cost of \$45,100.
- **Evaluate Permitting Requirements.** Evaluate permitting requirements for each of the three alternatives. Perform a limited regulatory review consisting of identifying nearby water rights and uses, and identifying specific regulatory requirements related to the Oregon Department of Environmental Quality's [DEQ's] Underground Injection Control Program [UIC]. Identify anticipated regulatory and/or technical requirements related to DEQ's UIC program and the surrounding water rights and uses.
- **Provide Additional Geotechnical Assistance for Headworks Design.**
- **Summarize the evaluation in a TM.**

2.6.2 **Odor Control.** Information developed under this task will be used to develop design criteria under Task 2.3 and review DBO proposals under Task 2.4. Design criteria may include a combination of prescriptive (e.g. materials and technology) and performance.

- Work with the City to develop odor objectives and goals for short term and long term operation of the WWTP and lift stations. Consider total odor impact, maximum impacts at critical receptors, and annual exceedances.
- Estimate odor emission rates for new processes based on sampling data for the Wilsonville WWTP and data from other plants.
- Prepare a dispersion model and incorporate site specific data from the meteorological station at the Wilsonville WWTP.
- Iterate the dispersion model to evaluate process alternatives and compare to odor objectives.

2.6.3 **Electrical.** Perform additional inspection and evaluation of electrical equipment to establish baseline condition and suitability for expansion. Work will include:

- Perform infrared scan of selected electrical equipment to support establishment of baseline conditions. Work will be coordinated with Task 2.2.
- Coordinate with Portland General Electric to evaluate feasibility of implementing dispatchable power generation as part of the WWTP expansion.
- Develop plan for replacement or expansion of electrical systems including standby power generation. Include identification of critical loads for the standby power system.

- Complete a power savings evaluation

2.6.4 **Financial Analysis.** In coordination with the efforts of Subtask 2.6.7, provide general support to City staff in identifying various approaches to financing the wastewater treatment plant improvements through System Development Charges (SDC) and/or user rates. Under mutual agreement and budget augmentation, the Consultant will provide financial consulting services such as user rate and SDC analyses, modeling and recommendations.

2.6.5 **SHPO.** Conduct an historic state resource survey to satisfy the Oregon State Historic Preservation Office guidelines. Provide report.

2.6.6 **Underground Survey.** Use ground penetrating radar (GPR) to locate horizontal and vertical location of all pipes 2-1/2 inches in diameter and greater, and the horizontal location of all underground conduit banks with more than one conduit. Location accuracy, per GPRData of Eugene, OR, will be +/- 1" in the horizontal directions and 10% of the depth to target in the vertical direction. GPRData will provide a 3D file in .dxf format with the vertical dimension showing top of pipe. Approximately 40 ground proof points, one for each GPR survey group, will be established to verify GPR accuracy. A surveyor, licensed in the state of Oregon, will set project control and verify locations of each GPR survey group.

2.6.7 **Project Construction Phasing Update.** As a follow up to the efforts of Phase A, provide an update to the work product (memo) prepared at the conclusion of the Facilities Plan update process that outlines options and recommendations for the phasing of the construction of the wastewater treatment plant upgrade and expansion improvements. Effort under this task will involve preparation of an updated deliverable that reflects the findings of Task 2.4. The deliverable will be based on "Primavera" software which will be specified for DBO project use.

## 2.7 DEQ Coordination

2.7.1 **Conduct Meetings with DEQ.** Facilitate (as necessary) and attend up to six (6) meetings with Oregon DEQ to coordinate activities related to the progressive development of WWTP design elements and the interaction/coordination with the DBO teams. Prepare agendas, meeting minutes and action item memos resulting from DEQ meetings and DBO team coordination.

## 2.8 Request for Proposals (RFP)

2.8.1 **Prepare RFP Volume I Draft.** Prepare initial draft version of Volume I of the RFP. Volume I contains all general project information, scope of services, technical background information and data, proposal submittal requirements and evaluation criteria. The document also describes in detail the City's selection process for the DBO team. Volume I will contain:

- Introduction
- Project objectives
- General procurement information
- General project information
- Project background
- Definitions
- Purpose and scope
- Communication protocol
- Budget information

- Financing information
- Procurement and project schedule
- General site information
- General contractual requirements
- Procurement process
- Submittal requirements
- Evaluation criteria and weighting
- Selection process
- City rights
- Protest process
- Proposal forms
- Additional information availability

**2.8.2 Support RFP Volume II Development.** Coordinate with and assist City legal staff and external counsel in the development of Volume II of the RFP. Volume II contains the draft DBO Service Contract that describes all terms and conditions of the public-private partnership. Volume II will contain:

- Definitions
- Interpretation
- Permitting, design and construction terms and conditions
- Operational guarantees (odor, effluent, etc.)
- Limits of liability
- Liquidated damages
- Breach provisions
- Default provisions
- Termination provisions
- Service fee requirements
- Labor management requirements (municipal)
- Acceptance requirements
- Design-build price and payment requirements
- Representations and warranties
- Insurance requirements
- Uncontrollable circumstance provisions
- Indemnification provisions
- Security for performance requirements
- Attachments to DBO Service Contract (e.g. Guaranty Agreement)

**2.8.3 Prepare RFP Volume III Draft.** Prepare initial draft version of Volume III of the RFP. Volume III consists of all technical appendices that will become part of the draft DBO Service Contract, including all performance requirements related to the permitting, design, construction, operations, maintenance, repair and replacement, and other aspects of the DBO project. Volume III will contain:

- Site definition and existing conditions
- Existing asset inventory and initial condition assessment
- Influent characteristics
- Operational performance requirements – existing facility
- Maintenance performance requirements – existing facility
- Repair and replacement performance requirements – existing facility
- Permitting requirements and responsibility allocation
- Process and design requirements (per DEQ)
- Operational performance requirements – improved facility
- Maintenance performance requirements – improved facility



- Repair and replacement performance requirements – improved facility
- Odor control performance requirements
- Monitoring requirements
- Reporting requirements
- Service fee payment requirements
- Service fee escalation provisions
- QA/QC requirement
- Municipal staffing requirements
- Third-party assessment protocol
- Acceptance test procedures
- Exit test procedures and requirements
- Available additional technical reference information

2.8.4 **Facilitate Short-List Review of Draft RFP.** Provide for review and solicit comments from short-listed DBO teams concerning the 3-volume draft RFP document. Facilitate one-on-one meetings with each of the short-listed DBO teams (up to three (3)) to capture comments and recommendations for improving the clarity and marketability of the RFP and procurement process.

2.8.5 **Revise and Issue Final RFP.** Incorporate (as appropriate) comments from City staff, management and stakeholders as well as recommendations (as appropriate) obtained from the DBO teams via the efforts of Subtask 2.8.4. Prepare final 3-volume RFP for issuance. Assist the City in issuing the final RFP document.

2.8.6 **Prepare RFP Addenda.** As necessary, prepare up to four (4) addenda to the RFP document.

2.8.7 **Coordinate with DBO Teams.** Serving as the single point of contact, provide direct communication with short-listed DBO teams during the solicitation process per the requirements of the communication protocol. Summarize and disseminate information as required among DBO teams, City staff and Subcontractors.

## 2.9 Evaluate Proposals

2.9.1 **Completeness Check / Requests for Clarification.** Conduct a completeness check of up to three (3) DBO Proposal submittals, ensuring all information has been provided and in the format required by the RFP. Prepare summary memo and completeness check matrix. Prepare formal requests for additional information as necessary.

2.9.2 **Evaluate Proposals – Technical.** In coordination with City staff and Subcontractor, conduct a comprehensive evaluation of the technical merits of up to three (3) Proposal submittals. This evaluation process will focus on determining the relative technical merits of the DBO solution, including:

- Suitability/appropriateness of design, construction and operation solution
- Compliance with RFP conceptual design requirements
- Technical feasibility, reliability and track record of design solution
- Adequacy of O&M and repair and replacement approaches (pre- and post-improvement)
- Anticipated compliance with all RFP performance requirements (e.g. construction standards, effluent, odor, noise, asset preservation, sustainability, aesthetics, etc.)
- Adequacy/feasibility of simultaneous operation and construction approach

- Adequacy/feasibility of design-build schedule

**2.9.3 Evaluate Proposals – Financial and Organizational.** Conduct a comprehensive evaluation of the financial and organizational merits of up to three (3) Proposal submittals. This evaluation process will focus on determining the relative financial and organizational merits of the Proposals. In some cases, this effort will involve a re-validation of information provided in the Statement of Qualifications or an evaluation of updated information provided. This Subtask will include an evaluation of:

- Financial strength and soundness of DBO team and Project Guarantor
- Cost competitiveness of DBO solution (using a life-cycle cost approach)
- Strength of DBO team structure and organizational approach
- Experience of key DBO team members
- Approach to public stakeholder outreach
- Anticipated compliance with all relevant RFP performance requirements
- Acceptance/exception of/to applicable terms and conditions of draft DBO Service Contract

**2.9.4 Conduct Due Diligence.** Develop and implement a due-diligence plan that includes reference checks and site visits to comparable facilities (subject to budget assumptions). Prepare summary memo describing process and findings.

**2.9.5 Support Legal Evaluation.** Provide support to City legal staff and external counsel in the evaluation of the legal components of the DBO Proposals. This effort will support legal review of:

- Exceptions taken by DBO teams to general terms and conditions of draft DBO Service Contract
- Exceptions taken by DBO teams to RFP performance requirements
- Suggested revisions/enhancements to contract terms conditions, performance requirements, risk allocation, etc.
- The proposed deal structure (e.g. guarantor commitment, surety considerations, payment terms, etc.)

**2.9.6 Prepare Proposal Evaluation Summary Report.** Prepare draft and final summary report presenting findings of Proposal evaluation process in accordance with RFP evaluation criteria and selection process.

**2.9.7 Facilitate Evaluation Committee Workshops.** Prepare materials and facilitate three (3) half-day workshops attended by the City's evaluation committee and consultants to implement evaluation process, provide guidance to evaluation committee members and reach a decision on the highest rated DBO team per the RFP evaluation criteria and selection process.

**2.9.8 Facilitate DBO Team Interviews.** Prepare materials and facilitate interviews with up to three (3) DBO teams. Summarize findings of interviews as appropriate.

## **2.10 Assist with DBO Contract Negotiations**

**2.10.1 Provide Support During Contract Negotiations.** As necessary, provide technical, financial and other support to City legal staff and external counsel during the negotiation of the DBO Service Contract. For budget purposes, we have

provided only a placeholder, as it is not possible to define the scope of this Subtask at this point. This assistance may include:

- Determining the impacts of changes to the DBO Service Contract to wastewater treatment facility design, construction, operations and maintenance
- Analyzing the financial impacts of changes to the DBO Service Contract
- Modifying the Technical Appendices of the DBO Service Contract
- Performing additional due diligence

**2.10.2 Attend Contract Negotiations Meetings.** Attend all DBO Service Contract negotiations meetings. Prepare minutes (as appropriate and in compliance with confidentiality requirements). For budget purposes, we have provided only a placeholder, as it is not possible to define the scope of this Subtask at this point.

## **2.11 Create and Maintain Project Schedules**

**2.11.1** Create a detailed critical path schedule and maintain and update it monthly, at a minimum.

**2.11.2** Estimate overall project costs on a monthly expenditure report and update actual costs, monthly as described in Task 1.1.

**2.11.3** Coordinate and monitor all task orders with the overall schedule.

**2.11.4** List of Deliverables and Meetings

- Overall detailed project schedule showing critical path, updated and submitted monthly with invoice
- Overall summary project schedule (for Council and larger group discussions), updated and submitted monthly with invoice and as requested

## **2.12 Internal/External Outreach and Communication**

**2.12.1 Facilitate Pre-Proposal Meeting.** Develop materials and facilitate a half-day pre-proposal meeting and site tour for the shortlisted DBO teams.

**2.12.2 Conduct Industry Outreach.** Develop materials and organize/facilitate one industry outreach event for the shortlisted DBO teams (and subcontractors as appropriate).

**2.12.3 Facilitate Internal Communication Events.** Work with City staff to identify participants, define concept and context for two (2) City-internal communication events to solicit input and discuss project status and issues. Develop necessary materials and facilitate events. Prepare minutes (as appropriate) and/or action items list.

**2.12.4 Implement and Support External Outreach.** Work with the City, DBO teams and external stakeholders (e.g. neighboring residents, local businesses, industrial customers, etc.) to develop a two (2) meeting program to share and discuss project concepts, status and issues. Prepare necessary materials and facilitate events. Prepare minutes (as appropriate) and/or action items list.

## **2.13 Deliverables with schedule and primary responsible consultant (Beck/BC)**

**2.13.1** The table below identifies deliverables by task/subtask with anticipated completion dates and responsibility. Estimated completion dates may require adjustment as

the project progresses due to unforeseen circumstances opportunities for schedule efficiencies.

<b>Task/Subtask</b>	<b>Deliverable</b>	<b>Estimated Date</b>	<b>Responsibility</b>
2.1.2	Invoices, schedules & status reports	Monthly	R.W. Beck
2.1.3	Status meetings	Monthly	R.W. Beck
2.1.3	Project status conference calls	Weekly / As-needed	R.W. Beck
2.1.3	Meeting agendas, minutes & photos	Monthly	R.W. Beck
2.2.2	Draft TM describing asset criticality designation TM	November 2009	BC
2.2.2	Final TM describing asset criticality designation TM	December 15, 2009	BC
2.2.2	Draft TM describing maintenance and spare parts strategy	December 15, 2009	
2.2.2	Final TM describing maintenance and spare parts strategy	January 12, 2010	BC
2.2.2	Draft TM describing performance of critical assets	January 1, 2010	BC
2.2.2	Final TM describing performance of critical assets	January 15, 2010	
2.2.2	Draft updated asset inventory	December 15, 2010	
2.2.2	Final updated asset inventory	January 26, 2010	BC
2.2.2	Draft asset management requirements for RFP	January 1, 2010	
2.2.2	Final asset management requirements for RFP	January 15, 2010	BC
2.3	Draft report including operational, performance, and construction criteria.	January 15, 2010	BC
2.3	Final report including operational, performance, and construction criteria.	March 4, 2010	BC
2.4	Draft conceptual design review report	July 15, 2010	BC
2.4	Final conceptual design review report	July 20, 2010	BC
2.5.3	Draft BIM model	March 10, 2010	BC
2.5.3	Final BIM model	April 5, 2010	BC
2.6.1	Draft TM evaluating geotechnical investigation, alternative discharge methods, and permitting requirements for final effluent to meet TMDL requirements	December 18, 2009	BC
2.6.1	Final TM evaluating geotechnical investigation, alternative discharge methods, and permitting requirements for final effluent to meet	January 20, 2010	BC

<b>Task/Subtask</b>	<b>Deliverable</b>	<b>Estimated Date</b>	<b>Responsibility</b>
	TMDL requirements		
2.6.2	Draft odor control TM	March 10, 2010	BC
2.6.2	Final odor control TM	April 5, 2010	BC
2.6.3	Draft electrical TM	December 7, 2009	BC
2.6.3	Final electrical TM	January 12, 2010	BC
2.6.4	Draft financial analysis TM	February 18, 2010	R.W. Beck
2.6.4	Final financial analysis TM	March 19, 2010	R.W. Beck
2.6.5	Draft historic state resource TM	December 1, 2009	BC
2.6.5	Final historic state resource TM	January 7, 2010	BC
2.6.6	Draft underground utilities drawings	November 24, 2009	BC
2.6.6	Final underground utilities drawings	January 5, 2010	BC
2.6.7	Draft construction phasing update	March 12, 2010	BC
2.6.7	Final construction phasing update	April 5, 2010	BC
2.7.1	Meeting agendas, minutes and action item summaries	As needed / TBD	R.W. Beck
2.8.1	Draft RFP – Volume I	January 22, 2010	R.W. Beck
2.8.2	Draft RFP – Volume II	January 22, 2010	HDW
2.8.3	Draft RFP – Volume III	January 22, 2010	R.W. Beck
2.8.4	Meeting agendas, minutes and action item summaries	TBD	R.W. Beck
2.8.5	Final RFP (Volumes I, II and III)	March 18, 2010	R.W. Beck
2.8.6	RFP addenda	As needed / TBD	R.W. Beck
2.9.1	Completeness check summary	June 30, 2010	R.W. Beck
2.9.4	Due diligence findings memo	July 15, 2010	R.W. Beck
2.9.6	Evaluation summary report	July 29, 2010	R.W. Beck
2.9.7	Meeting agendas, minutes and action item summaries	TBD	R.W. Beck
2.9.8	Meeting agendas, minutes and action item summaries	TBD	R.W. Beck
2.10.1	Support Services	TBD	R.W. Beck / HDW
2.11.1	Critical path and project cost schedules	Monthly (with invoices)	R.W. Beck
2.12.1	Meeting agendas, minutes and action item summaries	TBD	R.W. Beck
2.12.2	Industry outreach materials	TBD	R.W. Beck
2.12.3	Internal communication event materials	TBD	R.W. Beck
2.12.4	External stakeholder outreach materials	TBD	R.W. Beck

CITY OF WILSONVILLE  
 WWTP EXPANSION DBO - OWNER'S REPRESENTATIVE SERVICES  
 PROJECT BUDGET - PHASE B SERVICES

27-Oct-09

TASK/TASK - PHASE B SCOPE OF SERVICES	Kyle Rhorer	Robert Bligham	Ned Callahan	Janice Querrada	Alex Bushley	John Christopher	Merv Tandon	Samantha Procy	Alaina McQuibby	R.W. Beck Labor	R.W. Beck Labor	R.W. Beck Travel	R.W. Beck Other	Subcontractor Labor	Subcontractor	TOTAL
TASK 2.1 - PROJECT MANAGEMENT <sup>1</sup>	639	0	85	632	0	0	0	32	32	1408	\$ 306,471	\$ 36,800	\$ 10,960	\$ 158,340	\$	\$ 512,971
TASK 2.2 - ESTABLISH ASSET MANAGEMENT PROGRAM GUIDELINES	4	0	0	4	0	0	0	0	0	8	\$ 1,701	\$ 2,300	\$	\$ 81,224	\$ 4,000	\$ 89,229
TASK 2.3 - OPERATIONAL PERFORMANCE AND CONSTRUCTION CRITERIA	34	0	0	13	13	0	0	0	0	89	\$ 18,812	\$ 2,300	\$	\$ 281,832	\$ 26,000	\$ 334,844
TASK 2.4 - CONCEPTUAL DESIGN REVIEW	20	0	0	20	20	0	0	0	0	80	\$ 12,799	\$ 2,300	\$	\$ 177,284	\$ 65,000	\$ 237,383
TASK 2.5 - BUILDING INFORMATION MODELING (BIM) ELEMENTS	8	0	0	8	0	0	0	0	0	12	\$ 2,652	\$	\$	\$ 74,364	\$ 180,000	\$ 256,888
TASK 2.6 - RISK MANAGEMENT ACTIVITIES	58	0	0	22	0	0	0	0	0	80	\$ 19,782	\$ 2,300	\$	\$ 69,780	\$ 163,200	\$ 255,022
TASK 2.7 - DEQ COORDINATION	30	0	0	36	0	0	0	0	0	72	\$ 15,212	\$ 13,800	\$	\$ 31,828	\$	\$ 60,740
TASK 2.8 - REQUEST FOR PROPOSALS	296	8	0	680	16	16	189	160	160	1816	\$ 236,231	\$ 6,900	\$ 1,000	\$ 12,320	\$	\$ 256,851
TASK 2.9 - EVALUATE PROPOSALS	224	38	0	372	14	0	84	20	20	750	\$ 137,871	\$ 13,800	\$	\$ 83,294	\$ 3,000	\$ 237,875
TASK 2.10 - ASSIST WITH DBO CONTRACT NEGOTIATIONS	180	0	0	180	0	0	0	0	0	320	\$ 69,056	\$ 8,208	\$	\$ 12,624	\$	\$ 89,780
TASK 2.11 - CREATE AND MAINTAIN PROJECT SCHEDULES	24	0	0	72	0	0	0	16	0	112	\$ 18,288	\$	\$	\$ 4,660	\$	\$ 23,658
TASK 2.12 - INTERNAL/EXTERNAL OUTREACH AND COMMUNICATION	76	84	0	172	0	0	0	18	16	348	\$ 84,845	\$ 8,208	\$ 500	\$ 3,280	\$ 25,000	\$ 101,823
<b>GRAND TOTAL</b>	<b>1,877</b>	<b>108</b>	<b>85</b>	<b>2,189</b>	<b>83</b>	<b>16</b>	<b>243</b>	<b>248</b>	<b>230</b>	<b>4,163</b>	<b>\$ 638,000</b>	<b>\$ 87,808</b>	<b>\$ 12,260</b>	<b>\$ 609,350</b>	<b>\$ 485,200</b>	<b>\$ 2,382,460</b>

Notes:  
<sup>1</sup> See "Beck Multiplier Info" tab for rate development information  
<sup>2</sup> Assumes Phase B duration of 16 months. Credit applied for remaining Task 1.1 budget under Phase A.  
<sup>3</sup> Per R.W. Beck QA/QC policy. Additional QA/QC for subcontractor risk management (in lieu of subcontractor markup) calculated at 4% of BAC labor level of effort.  
<sup>4</sup> See "Beck Travel Assumptions" tab for assumptions  
<sup>5</sup> Includes computer, phone, teleconferencing, reproduction, EADOC software  
<sup>6</sup> See "Subcontractor Detail - B&C" tab for detailed breakdown. Includes subcontractor administrator/overnight charges.  
<sup>7</sup> Includes all travel, third-party services and other direct costs. See "Subcontractor Detail - B&C" tab for detailed breakdown

**EXHIBIT B**  
**WWTP EXPANSION – OWNERS REPRESENTATIVE SERVICES**  
**SCOPE OF WORK – ALL PHASES SERVICES**

**GENERAL**

The role of the Owners Representative is to ensure that an alternative contracting method of Design-Build-Operate (DBO) for the project is properly solicited and awarded through a competitive RFQ/RFP process within the time constraints and that there is the expertise necessary to assist staff in the oversight and management of the DBO contract deliverables.

The following Scope of Services is for the next phase of the project (Phase B). Future phases will be negotiated separately and are discussed in summary below. Costs are in 2009 dollars.

**Phase A – Background Documentation (\$1.56 M)**

The Phase A Scope of Services will yield the overall project management approach, identify key technical information including Facilities Plan Update, Influent Characterization, Procurement Strategy Development, Request for Qualifications (RFQ) and establish the foundation of the Design-Build-Operate (DBO) procurement process that will be implemented in Phase B. (Duration estimate: 10 months)

**Phase B – Request for Proposals (RFP) Solicitation (\$2.39 M)**

Phase B includes the development of the three-volume RFP document, the “front end” (VI), the draft DBO service contract (VII) and the technical appendices (VIII). Drawing on the analyses and findings of Phase A, Phase B will involve the development of all performance criteria, design and construction standards, detailed DBO scope of service and technical submittal requirements as well as other contractual requirements as presented in the DBO service contract. Phase B also includes the evaluation of proposals and negotiation of the service contract. (Duration estimate: 12 months)

**Phase C – DBO Contract Monitoring (\$500k - \$800k)**

During Phase C, the Owner’s Representative will monitor the selected DBO team to ensure 1) compliance with the directives of the DBO service contract and its technical appendices, 2) adherence to schedule and cost guarantees, and 3) adequacy and compliance with contractual and industry requirements for design and construction. (Duration estimate: 2 years)

**Phase D – Services During Commissioning and Warranty / Reporting (\$750k)**

During Phase D, the Owner’s Representative will oversee and verify the findings of the DBO team’s acceptance testing efforts to ensure the upgraded facilities and processes are performing as designed and are able to meet the performance requirements. This also includes ongoing support related to equipment performance testing and reporting. (Duration estimate: 2 years)

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT  
WWTP Expansion – Owners Representative Services**

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 R. W. Beck, Inc., a Washington corporation 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. The Request for Qualification (Exhibit B) and Statement for Qualification (Exhibit C) are included as part of the Scope of Work and incorporated into this contract.
- 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 warrants that its 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. Consultant will not be prohibited from disclosing or using any information which:
  - a. Is or becomes generally available to the public other than as a result of a disclosure by Consultant ;
  - b. Was already in Consultant's possession before any disclosure of the information by City;
  - c. Has been or is obtained by Consultant from a third party (other than one acting on behalf of City) who Consultant has no reason to believe is not lawfully in possession of the information and who Consultant has no reason to believe is in violation of any contractual, legal or fiduciary obligation to City with respect to the information;
  - d. Is required to be disclosed by a subpoena or other directive of a court, administrative agency, quasi-judicial body or arbitration panel (provided, Consultant notifies City as soon as reasonably possible after receiving the demand for disclosure. City may, at its sole cost, take steps it deems advisable to prohibit disclosure of the information provided. Further the City may recover all such costs and attorney fees if the subpoena or court directive was caused by Consultant failing to maintain confidentiality in the first place); or
  - e. is independently developed by Consultant.

**C. City's Responsibilities**

- C.1 The scope of City's responsibilities, including those of its Project Manager, are set forth in Exhibit D, 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 \$1,585,721.00 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, Exhibit E, 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 to such additional compensation and services.
- D.3 Unless expressly set forth on Exhibit E 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 E 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 Jadene Stensland. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

**F. Consultant's Project Manager**

Consultant's Project Manager is Kyle Rhorer. 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 all 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 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 to the extent caused by or allegedly caused by Consultant's negligent acts, omissions, errors or willful or reckless 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 to the extent caused by or allegedly caused by City's negligent acts or omissions or from its willful or reckless misconduct as governed by ORS Chapter 30.

Except for intentional, grossly neglect or reckless act or failure to act, no employee of Consultant shall have individual liability to City. To the extent permitted by law, the total aggregate liability of Consultant, its officers, directors, shareholders, employees and subconsultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement or one hundred fifty thousand dollars (U.S. \$150,000.00), whichever is greater. It is anticipated that Consultant services shall be provided in phase and over several years. It is estimated that the revenues to be received by Consultant over 5-7 years would be in the range of \$5 million dollars or greater.

In no event and under no circumstances shall Consultant be liable to City for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect, punitive or special damages.

## 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 certificate of insurance, issued by a company currently licensed in the State of Oregon, and signed by an authorized representative of the issuing company 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.2.2 The City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.
- 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 re-perform any services not meeting this standard without additional compensation. Consultant's re-performance 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 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. 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 \$5,000,000 per occurrence and in the aggregate.
- J.2.5.4 Professional liability insurance of \$5,000,000 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. The following is included as additional insured: City of Wilsonville, its elected and appointed officials, officers, agents, employees and volunteers. Except professional liability and worker's compensation coverage, all policies shall provide an endorsement.

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 delivery of ten (10) days 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 ten (10) years after completion of Consultant's services under this agreement 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 ("Work Products") shall be the exclusive property of City and shall be delivered to City prior to final payment. However Consultant shall retain ownership of its intellectual property developed independently by the Consultant including the procedures, processes, internal resources, tools and other means used by Consultant to prepare the Work Products Upon City's written 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 as-built drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

- B. Other than in connection with the Project, 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 any work performed by Consultant pursuant to this contract without the express written permission of the Consultant.
- C. Other than in connection with the Project 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 City 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 279A and 279C 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, state and local 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, except to the extent that a condition is determined and Consultant provides the solution.
- 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 27<sup>th</sup> day of January, 2009

CONSULTANT:

R.W. Beck, Inc.

By 

Printed Name: Edward D. Wetzel

Title: Executive Vice President

Mailing

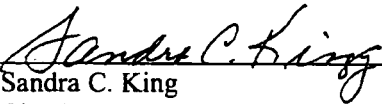
Address: 1001 FOURTH AVE #2500  
SEATTLE, WA 98154

Employer I.D. No. 91-0883905

CITY OF WILSONVILLE:

By   
Arlene Loble  
City Manager

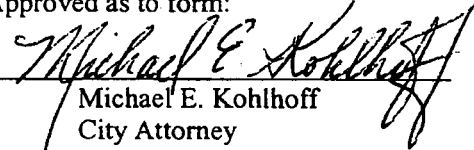
Attest:

  
Sandra C. King  
City Recorder

Mailing

Address: 29799 SW Town Center Loop East  
Wilsonville, OR 97070

Approved as to form:

  
Michael E. Kohlhoff  
City Attorney

**ENGINEERING DEPARTMENT**  
**STAFF REPORT & RECOMMENDATION**

**DATE:** November 2, 2009

**TO:** Honorable Mayor and City Councilors

**FROM:** Jadene Stensland, P.E., Deputy City Engineer for Capital Projects

**SUBJECT:** Pre-Qualified Firms Announced - Wastewater Treatment Plant Project – Design-Build-Operate (DBO) Project No. 2082

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**SUMMARY**

The Wastewater Treatment Plant (WWTP) Design - Build-Operate (DBO) Project includes the capital improvements to expand the WWTP as well as replacement of significant components and processes due to aging infrastructure.

At 2 p.m. on Tuesday, October 13, 2009, four (4) Statements of Qualifications were received at the City of Wilsonville City Hall from potential DBO firms, in response to public advertisement. After the initial review, firms that were missing information were contacted in writing to submit the required information. One firm, the PERC-PACE team, was unwilling to provide their financial information, in the form required to assure verification, which is a requirement of the Request for Qualifications (RFQ) in which it states that the financial information is rated at 40% of the total evaluation disqualifying the firm for further consideration. To make sure that a competitive proposer was not being eliminated based on form over substance, the financial information that was received was reviewed by our Finance Director and he was of the opinion that their firm does not have the financial assets for our size of project and therefore they could pose a financial risk for the City.

The evaluation committee reviewed the packets and selected the three (3) pre-qualified firms in alphabetical order. The information was provided to the firms on October 26, 2009.

CH2MHill Team  
United Water – PCL Constructors – Stantec Consulting Team  
Veolia-MWH-Slayden Construction Team

Announcement of the selection is provided to the Council on November 2, 2009.

**COMMUNITY DEVELOPMENT  
STAFF REPORT**

Date: November 2, 2009  
To: Honorable Mayor and City Councilors  
From: Jadene Stensland, PE, Deputy City Engineer – Capital Projects  
Subject: Phase B Owners Representative for the Wastewater Treatment Plant Improvement Project (#2082)

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**RECOMMENDATION:**

Staff respectfully recommends that the City Council, acting as the Contract Review Board, adopt Resolution No. 2210, authorizing the City Engineer to execute the Professional Services Agreement Amendment with RW Beck, Inc. to provide Owners Representative Professional Services for the Wastewater Treatment Plant Expansion Project (#2082) Phase B in an amount not to exceed \$2,399,460.00.

**SUMMARY:**

In the April 2008 staff report to Council, it described the role of the Owner Representative is to ensure that an alternative contracting method of DBO for a complex project of this nature is properly solicited and awarded through a competitive RFQ/RFP process within the time constraints set forth above and that there is the expertise necessary to assist staff in the oversight and management of the DBO contract deliverables.

On January 26, 2009, through Resolution 2159, the City Council/Local Contract Review Board authorized the City Engineer to award the Owner's Representative professional services for Phase A for the referenced project to RW Beck. Phase A is near completion and is on-schedule as well as under budget.

Phase B will use the information gathered in Phase A to develop the performance criteria, design and construction standards, the detailed DBO Scope of Services and the technical submittal requirements as well as other contractual requirements of the DBO service contract. RW Beck, Inc. has proposed to accomplish the Phase B of the Owners Representative professional services for a time and materials fee, not to exceed \$2,399,460.00.

The general description of the future phases of work is shown in Exhibit B. Future Phase C includes monitoring the selected DBO team to ensure compliance with the directives of the DBO service contract, adherence to the schedule and cost guarantees and adequacy and compliance with contractual and industry requirements for design and construction. Phase D includes oversight and verification of the findings of the DBO team's acceptance testing efforts to ensure the upgraded facilities and processes are performing as designed and are able to meet the performance requirements. It also includes on-going support related to equipment performance testing and reporting. Each of the future Scope of Work phases will be negotiated with RW Beck, Inc. and awarded at future council meetings by the City Council/Local Contract Review Board. RW Beck, Inc. has proposed to accomplish all four phases of the project for an estimated \$5,000,000.00 (2009\$).

**The next key steps in the process are:**

Council Approval of Phase B Scope of Work  
Activate provisions of collective bargaining agreement  
Prepare DRAFT Request for Proposals (RFP)  
Prepare FINAL RFP and issue to shortlisted DBO teams  
Receive, evaluate and rank Proposal submittals  
Enter into negotiations with highest-ranked DBO team  
Execute DBO agreement  
Commence contract operations on  
    existing WWTP facilities (DBO contractor)  
Design and construct WWTP improvements (DBO contractor)  
Commence long-term operations of improved WWTP facilities

**November 2, 2009**

January 30, 2010

**January 22, 2010**

**March 18, 2010**

**July 2010**

**August 2010**

**September 2010**

**September 2010**

**September 2010 - March 2012**

**April 2012**