

RESOLUTION NO. 2274

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KELLER ASSOCIATES TO PROVIDE ENGINEERING AND CONSULTING SERVICES FOR PREPARATION OF A WATER SYSTEM MASTER PLAN AND WATER MANAGEMENT AND CONSERVATION PLAN

WHEREAS, the adopted City FY 2010-11 Budget includes funding for the preparation of a Water System Master Plan; and

WHEREAS, the City solicited Requests for Qualification for professional consulting services and received four responses; and

WHEREAS, following screening and evaluation, two of the four were requested to provide pricing proposals and other information; and

WHEREAS, from these two proposals, in a competitive selective process based on evaluation of the proposed cost and proposed approach to the project, Keller Associates was selected as the firm best qualified to provide the certain professional services for the referenced project; and

WHEREAS, Wilsonville Code Section 2.314(10)(b) states: "The City Council shall adopt by resolution and the contracting officer shall follow the Oregon Attorney General's Model Public Contracting Rules (Division 35, Consultant Selection: Architectural and Engineering Personal Services Contracting), for screening and selection of persons to perform architectural and engineering personal services contracts for public improvement projects. Provided, however, any provisions in WC 2.310-2.314 for exemptions will also apply and shall take precedent over the Division 35 Model Rules as the Board of Contracting Officer may determine."; and

WHEREAS, Section 2.310(3)(f) of the Wilsonville Code defines personal service contracts as "A contract for "personal services" calls for specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment. Qualifications and performance history, expertise, knowledge and creativity, and the ability to exercise sound professional

judgment are typically the primary considerations when selecting a personal services Contractor, with price being secondary.”; and

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

WHEREAS, Section 2.314(1) of the City Code states, “All public contracts shall be based upon competitive bids or proposals . . .”; and

WHEREAS, Section 2.310(3)(g) of the City Code defines public contracts as “Any agreement for the purchase, lease or sale by the City of personal property, public improvements or services other than agreements which are for personal services.”; and

WHEREAS, Section 2.314(14) of the City Code states “...all personal services contracts for which the fee is anticipated to exceed \$50,000 will be awarded based on a competitive selection process.”; and

WHEREAS, a competitive process was utilized as described above to select the proposed design professionals; and

WHEREAS, Keller Associates has extensive and valuable experience which can be utilized in completing the Water System Master Plan and Water Management and Conservation Plan; and

WHEREAS, after reviewing the fees associated with providing the requested professional services, staff has determined that the fees for services as proposed by Keller Associates for the project are fair and reasonable; and

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

1. The City Council serving in the role of Local Contract Review Board adopts the above recitals as findings and incorporates them by reference as if fully set forth herein.
2. The City Council serving in its role as Local Contract Review Board does hereby approve and authorize the execution of a Professional Services Agreement for completion of the Water System Master Plan and Water Management and Conservation Plan in the amount of Two Hundred and Seven Thousand One

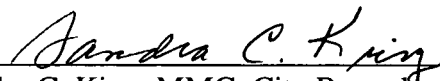
Hundred and Fifty Five Dollars (\$207,155) between the City of Wilsonville and Keller Associates, a copy of which is attached hereto and incorporated herein.

3. This resolution shall be effective upon adoption.

ADOPTED by the City of Wilsonville at a regular meeting thereof this 7th day of February, 2011 and filed with the Wilsonville City Recorder this date.


TIM KNAPP, MAYOR

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Councilor Starr	Yes
Councilor Núñez	Yes
Councilor Goddard	No
Councilor Hurst	Yes

Attachment C: City of Wilsonville Professional Services Agreement w/ Scope & Cost attachments

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
WATER SYSTEM MASTER PLAN REVISION PROJECT (#1082)**

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 Keller Associates, (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 standards of performance under this Agreement are set forth in Exhibit A (Scope of Services). All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.
- B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.
- B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- B.4 The existence of this Agreement between City and Consultant shall not be construed as

City's promise or assurance that Consultant will be retained for future services unrelated to this 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.

C. City's Responsibilities

- C.1 The scope of City's responsibilities including those of its Project Manager, are set forth in the Request for Proposals, which is incorporated into this Agreement as if more fully set forth herein. City shall provide a Project Manager to facilitate day-to-day communication between Consultant and City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff and support to the project.
- C.2 City certifies that sufficient funds are available and authorized for expenditure to finance Compensation amounts found in Section D of this Agreement.

D. Compensation

- D.1 Except as otherwise set forth in this subsection D, City agrees to pay Consultant not more than **Two Hundred and Seven Thousand One Hundred and Fifty Five Dollars (\$207,155.00)** for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined for each first level subtask (e.g., subtask 1.7) on a time and materials, Not To Exceed basis, consistent with Exhibit B – Consultants Cost Proposal, attached hereto and incorporated herein, and based on the hourly rates shown on Exhibit C, Consultants Rate Schedule, 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 a statement itemized by subtask as listed in Exhibit B, showing the amount of hours devoted to the project by each employee of the 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 Rate Schedule, Exhibit C, in accordance with the provisions below:
- a. Compensation for individual second level subtasks (e.g., subtask 1.7.2) may be exceeded at the discretion and approval of the City Project Manager, so long as the compensation amount for the corresponding first level subtask (e.g., subtask 1.7) remains within budget.
 - b. No additional compensation for a major Task (e.g., Task 1) or first level subtask (e.g., subtask 1.7) shall be paid or owing unless both parties specifically agree, in writing, to such additional compensation and services, in compliance with the provisions of Section R - Modification, herein.
- D.3 Unless expressly set forth on Consultants Rate Schedule - Exhibit C 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 C 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 per their Rate Schedule, Exhibit C, includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, profit, 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 to proceed with such work.

E. City's Project Manager

City's Project Manager is **Eric Mende**, Deputy City Engineer. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

F. Consultant's Project Manager

Consultant's Project Manager is **James Bledsoe**. 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 specialized consulting services may be performed by persons or firms other than Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services, and 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. For all work performed under subcontract to the Consultant, as approved by the City under this paragraph, Consultant shall only charge compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subconsultants, and Consultant markups of subconsultant billings will only be recognized by the City as set forth in Exhibit C, unless documented and approved in writing by modification to Consultants Rate Schedule per Section R of this Agreement. In all cases, processing and payment of billings from subconsultants is solely the responsibility of the Consultant.
- 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 acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto only and shall hold City harmless from and indemnify City of any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting from Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement or from Consultant's failure to perform its responsibilities as set forth in this agreement. The review, approval or acceptance by City, its Project manager or City of Wilsonville employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from any and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section J.2.3. The provisions of this section shall survive termination of this Agreement. City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting or allegedly resulting from City's negligent acts, omissions or from its willful misconduct as governed by ORS Chapter 30.
- J.2 Insurance Requirements and Consultant's Standard of Care.
- J.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Unless specifically set

forth on Exhibit A, expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

- J.2.2 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 reperform any services not meeting this standard without additional compensation. Consultant's reperformance of any services, even if done at City's request, shall not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.
- J.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be revised, non-renewed, or canceled. The Consultant shall endeavor to provide for not less than 30 days' written notice to the City before the policy coverage may be reduced. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.
- J.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:
 - J.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.
 - J.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limits.
 - J.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out

of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

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

J.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. 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 written notice to Consultant by mail or in person; and

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

K.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

K.3 If City terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against City under this Agreement.

K.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Paragraph O for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

L. Suspension of Work

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

M. Subconsultants and Assignments

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

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

N. Access to Records

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

O. Work is Property of City

A. Originals or Certified copies of the original work forms, including but not limited to

documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing the Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

- B. Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by City or their designees, of all work performed by Consultant pursuant to this contract without the express written permission of the Consultant.
- C. City agrees it will indemnify and hold Consultant harmless for all losses or damages that may arise out of the reuse of specific engineering designs incorporated into extensions, enlargements or other projects, without the express written permission of the Consultant.

P. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 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 and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

R. Modification

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed Compensation value of section D of this Agreement, or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for

modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

S. Other Conditions

S.1 Except as otherwise provided in paragraphs S.1.1, S.1.2, and S.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the project; and further, that any review or approval by the owner of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

S.1.1 Subsurface Investigations. In soils, foundation, ground water, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.

S.1.3 Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is responsible for any errors or omissions about which the Consultant knew or should have known in the information from those employees or firms employed by the Consultant under the terms of the contract as stated therein that is incorporated into the record drawings.

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

T. Integration

This Agreement, including but not limited to Exhibits and Consultant's proposal submitted to City contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations or agreements. In case of conflict among these documents the provisions of this Agreement shall control.

U. Miscellaneous / General

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

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

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this _____ day of February, 2011.

CONSULTANT:

Keller Associates
Name of Firm

By _____
Typed or
Printed Name: Ron Linja

Title: President

Mailing
Address: 780 Commercial Street SE, Suite 202

Salem, Oregon 97301

503-364-2002

Employer I.D. No. _____

CITY OF WILSONVILLE:

By _____
Michael A. Stone
City Engineer

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

ATTACHMENTS

- Exhibit A - Final Scope Of Services
- Exhibit B - Cost Proposal Spreadsheet
- Exhibit C - Rate Schedule

Exhibit A to Professional Services Agreement

WATER SYSTEM MASTER PLAN PROJECT (#1082)

(Revised and Finalized as of 2/1/2011)

Scope Of Services

Task 1: Water System Master Plan

Subtask 1.1 -- Project Management

Under this subtask 1.1, Consultant shall provide administrative and management support for all activities further described in this Task 1. Cost accounting for this subtask shall specifically include only the activities listed in this section. Coordination and general project management activities associated with other subtasks shall be accounted for under those subtasks.

1. Manage all subconsultants on the team, organizing and directing the schedule and performance of activities, identifying and resolving cost and schedule issues, and coordinating the flow of information between the consultant team members and the City's project manager. Establish cost accounting, communications, and project reporting structure. The Consultant Project Manager and the City Project Manager shall communicate by phone at least weekly.
2. Prepare and submit monthly billing and status reports. Monthly reports shall be prepared and submitted only by the lead firm, and shall be presented in an organized manner with costs distributed among defined sub-tasks. Included in each monthly report shall be a subtask breakdown of work accomplished, remaining work to be done, costs expended, costs remaining, and any current or impending cost or schedule issues. A bulletized format is preferred over narrative text. A Gantt chart or other graphical representation of cost versus schedule shall be included in each report. Monthly reports shall be submitted no later than the 7th day of each month for the previous months work.
3. Coordinate the printing and distribution for all draft and final technical memoranda and report documents, and the collection, organization and distribution of review comments. This activity shall not include review meetings and technical responses to review comments which are covered under other subtasks.

Except in unique circumstances, job classifications charging to this subtask will be limited to lower level administrative and upper level management personnel. Engineering and technical persons will generally not bill to this subtask.

Subtask 1.2 – Project Meetings and Stakeholder Coordination

Consultant shall:

1. Organize, prepare materials for, and conduct a Project Kick-off meeting.

2. Organize and conduct subtask technical meetings with select City staff twice a month via phone conference or at City Hall. Note: Only those technical personnel needed for the topic at hand should attend these meetings. Individual one-on-one meetings between Consultant technical staff and City technical staff shall be charged to specific technical subtasks.
3. Organize and conduct a two-hour project managers meeting once per month, via phone conference or at City Hall. Note: This meeting is generally designed for discussion of policy, financial, and administrative issues and will generally not include technical personnel.
4. Organize, prepare materials for, and participate in (2) four-hour Draft Report Review meeting held at Wilsonville city offices. This meeting will include both technical and management staff of the consultant and the city and shall be held near the end of the review period for the draft report.
5. Organize, prepare materials for and participate in (2) public meetings.
6. Organize, prepare materials for and participate in (2) Planning Commission meetings.
7. Organize, prepare materials for and participate in (2) City Council meeting.
8. Take and distribute minutes of all meetings.
9. Provide support documents for the City's monthly newsletter and press releases, as needed.
10. Solicit, summarize, and document, via phone conversations, direct contact, or written correspondence, input and feedback (or the lack thereof) from stakeholder groups concerning the general policy direction, findings, and content of the Water System Master Plan. This activity is expected to be performed twice for each stakeholder group: once during the performance of technical tasks 1.3 – 1.6, and once as part of review of the Draft Report. Stakeholder groups will be determined by the City in consultation with the consultant.
11. Provide support to the City Project Manager, as needed, to respond to citizen inquiries within 24 hours.

Subtask 1.3 – Data Collection

Subtasks 1.3 through 1.6 represent the bulk of the technical activities of Task 1, and will generally be performed concurrently. The focus of the Scope of Services for these subtasks is primarily on the City water distribution system. For the purposes of subtasks 1.3, 1.4, 1.5, and 1.6 the water distribution system is defined as all pipe sizes 8" to 24" in diameter plus any other pipes needed to complete a distribution loop. Most of the work effort and labor for these subtasks is expected to involve technical specialists and engineering personnel.

Data Collection efforts under subtask 1.3 include some efforts more traditionally included under the scope of Hydraulic Model or Demand Projection subtasks. Data Collection efforts hidden within other scope items are an historic source of budget creep, so they are therefore being included under a separate subtask for cost tracking purposes. Please read the following scope items carefully and price your cost proposal accordingly.

Under this subtask 1.3, Consultant shall:

1. Research, collect, and summarize the best available current data for current and future zoning, land use, and population within and around the City of Wilsonville. The information generated in this subtask is intended to identify a baseline of current conditions plus three planning horizons: a) build out within the existing city limits, b) build out of the current city limits plus build out of the current Urban Growth Boundary, and c) build out of the current city limits plus build out of the current Urban Growth Boundary plus build out of the Urban Reserve Planning Areas outside the current UGB. Land Use assumptions and estimates shall be summarized and tabulated accordingly for use in other tasks, specifically Tasks 1.4 and 1.5. Note that the three planning horizons for land use and population do not correspond to the required (5, 10, and 20 year) water system demand estimates. They are instead intended to provide a long term check of water system capacity against an estimate of remaining commercial, industrial, and residential capacity. This data may be useful for future Master Plan revisions.

Consultant shall summarize current actual land use (residential, commercial, industrial) by Traffic Analysis Zone (TAZ) and estimate the total square footage of industrial or commercial space, number and type of dwelling units, and gross acreage under each zoning designation within each TAZ. Within each TAZ, quantify the gross acreage of developable, but currently undeveloped commercial, industrial, and residential property within the City Limits, and create an estimate of future square footage (commercial and industrial) and number of units (residential). Moving beyond the current city limit, perform the same data collection and estimating for the currently identified Urban Growth Boundary (UGB), and again for Planning Areas outside the current UGB but identified by METRO as future Urban Growth Areas. The vast majority of this information is available thru existing City of Wilsonville mapping and planning documents, the updated City Comprehensive Plan (2007), and the Metro Urban Growth Report (2009), and simply needs to be summarized for use in population and demand projections.

2. Research and accumulate existing records of water distribution line sizes, material type, age, condition, repair history, location, and depth, and similar information for valves, PRVs, and other appurtenances. These records will generally be available from City Engineering mapping and project (as-built) files, GIS (ArcView) data and Public Works and Water Treatment Plant operational and maintenance records. The City will provide the Consultant with the current ESRI GIS database that contains each line segments node, length, diameter, material, and year installed. For other information, Consultant will be provided access to city records and personnel at city locations (City Hall, Public Works, and Water Treatment Plant) but will be responsible for the work effort to retrieve, summarize and document individual records.
3. Research and accumulate existing records of water production for the WRWTP, and water usage records within the water distribution system for

water years 2002 through 2010. Irrigation use shall be tabulated separately from domestic use where possible (see paragraph 4 below). Data shall be collected from Water Treatment Plant data, billing records, field measurements, previous reports, interviews of operations personnel, and/or other data. To the extent possible, Consultant shall determine and quantify the amount of unaccounted for (i.e., unbilled) water on a monthly and annual basis. Consultant will be provided access to city records at city locations (City Hall, Public Works, and Water Treatment Plant) but will be responsible for the work effort to retrieve, summarize and document individual records.

4. Research and accumulate information from public and private users of water used solely for irrigation purposes. For each of the top twenty irrigation water users, Consultant shall research and collect available irrigation system information, including but not limited to: billing records, irrigation metering records if available, annual start up and shut down dates, typical watering schedule and system run time, irrigation pump output capacity (if applicable), and acreage of turf watered. The intent of this work is to quantify monthly and annual irrigation water usage separately from domestic usage, and determine average, peak, and seasonal and diurnal variations in irrigation water as a percentage of total water usage.
5. Design and conduct a short term pressure testing program (hydrant testing) for the existing distribution system. Two data sets are required: The first set of data shall be collected during a period of high flow, approximating the annual peak daily conditions to the extent possible. The second data set shall be collected during a flow period approximating the annual average daily demand. For both data sets, corresponding reservoir elevations and WTP pumping data shall also be collected. The intent of this short term testing program is to measure both static and normal operating pressures at various locations within the distribution system, evaluate the data for indications of system problems, and for verification and calibration of the updated hydraulic model. This work effort is needed to perform task 1.3.6 below, and tasks 1.4.1, 1.4.2 and 1.4.5. Consultant shall prepare a map and spreadsheet of pressure zones and actual flow at various node points within the water distribution system under both operating conditions. Special focus shall be given to the Charbonneau district, with hydrant tests performed at a minimum of three hydrant locations within the Charbonneau district. The timing and performance of all hydrant testing shall be coordinated with WTP operations and Public Works personnel. Wilsonville personnel will perform physical activities such as traffic control and operating valves.
6. Prepare a Technical Memorandum (Tech Memo #1) providing a System Condition Assessment that summarizes and documents the findings of the work performed in Tasks 1.3.2 through 1.3.5. Tech Memo #1 shall include an analysis of current steady state average daily pressure and flow conditions within the distribution system, identify any current zones of high or low

pressure and any line segments within the distribution system that have or are approaching excessive flow velocities. Consultant shall correlate this information with the current system data (line sizes, materials, PRV locations, age, etc.) and provide a professional opinion on overall system reliability, line capacity deficiencies, and the remaining useful life of the various line segments and components of the existing distribution system. Consultant shall prepare a spreadsheet and map documenting all line segments or components evaluated as having a remaining useful life of less than 10 years, plus any other components of the system where the combination of evaluation factors indicate current or potential problem areas.

Subtask 1.4 –Demand Projections

Specific to subtask 1.4, development projections, land uses, and average densities for commercial, industrial, and residential properties, and population growth rate estimates used to prepare water demand forecasts for this Master Plan shall be based on values provided by the City of Wilsonville Planning Department. In addition, the methodology (allocation by TAZ, unconstrained analysis, etc.), format (text sections), and information (tables and figures) presented in Sections 2 and 3 of the 2002 WMP shall be followed to the maximum extent possible. In general, the scope of this Task 1.4 is to revise and update the technical data in Sections 2 and 3 of the 2002 WMP as a precursor to revising the text of the Master Plan document itself. (See also Subtask 1.9) The assumption of independent rates of growth for residential and commercial / industrial users contained in Section 2 of the 2002 Plan, and the assumption of two non-specific one MGD industrial users contained in Section 3 of the 2002 Plan shall be maintained in this Plan.

Under this subtask 1.4 Consultant shall:

1. Revise Table 2-1 and 2-2, and Figure 2-1 and 2-2 from the 2002 WMP based on input from the City Planning Department.
2. Create a new Table 2-X (to be included in revised Section 2) combining the current and build-out (2030) dwelling unit and employment estimates of revised Tables 3-2 and 3-4 (see Item 6 below), and add additional columns representing a year 2020 estimate.
3. Evaluate and adjust assumed per capita and/or per unit usage estimates and associated peak hour and peak day factors for residential, commercial and industrial users, based on current water usage data (subtask 1.3.3) and current and projected water conservation efforts. (See Task 2).
4. Revise Table 3-1 with special emphasis on water years 2003 to present, reflective of the WTP replacing the wells as the primary water source.
5. Estimate, by TAZ, the percentage of water used for irrigation purposes based on the data collected under subtask 1.3.4.
6. Evaluate water usage records for water years 2008, 2009, and 2010 and select one of these years for use as “current” water usage in revised Tables 3-2, 3-3, and 3-6.

7. Revise Tables 3-2, 3-3, 3-4, 3-5, 3-6, and Figure 3-1 for a revised 20 year demand projection (e.g., year 2030), with the figures and tables beginning in the selected "current" year. Include new columns for irrigation usage.
8. Create new Figures 3-X (to be included in revised Section 3) showing, by TAZ, the current and build-out demand of revised Tables 3-2 and 3-4.

Subtask 1.5 – Hydraulic Model

Specific to subtask 1.5, the existing City of Wilsonville groundwater wells shall be assumed to be off-line – e.g., not contributing flow or residual pressure to the distribution system. However, all of these wells must be included in the model in such a way as to facilitate future modeling of the system, for example under an emergency condition where the Water Treatment Plant is out of operation. Modeling of this type of emergency scenario is not part of the scope of this Task. See Task 1.6 for required work efforts associated with the existing wells that are to be performed as part of this Master Plan.

The City is currently in the process of completing an update to the Hydraulic Model of the City water system. This update will bring the City base hydraulic model up-to-date for all line segments (links) and demand locations (nodes) using the existing modeling software - H2ONET, a proprietary software package of MWHSOFT. H2ONET has been superseded by InfoWater ® software, also an MWHSOFT product. The City intends to purchase the upgraded software package at some point during the master plan effort and will require Consultants assistance to upload and trouble shoot the hydraulic model(s) and scenarios in the new software. See subtask 1.5.1 below. For the purposes of this subtask 1.5, Consultant shall assume that the updated base hydraulic model and associated attribute database will be provided to the Consultant in H2ONET. If the consultant wished to work in InfoWater ® instead of H2ONET, the Consultant will need to perform subtask 1.5.1 prior to performing any new modeling.

Under this subtask 1.5, Consultant shall:

1. Assist the City with converting and uploading the City hydraulic model, including all scenarios and database information, from the H2ONET software package to the InfoWater ® software package, and perform any trial model runs and/or troubleshooting necessary to ensure the hydraulic model is functioning as designed. ~~This task~~ Final upload and troubleshooting of the new model software will be performed at city offices on city computer equipment, and will be performed either before beginning, or after completing the new modeling efforts described in this section. All modeling shall be performed exclusively with one software package or the other, but not partially in both.
2. ~~Set up, install, and program new hydraulic modeling software, and enter or re-enter necessary attribute data into the new hydraulic model. This activity involves developing a map of the distribution system along with all available hydraulic attributes, by converting available ESRI *.shp files for use in the new model, or by importing existing database information from the H2ONET program. (Note: this is a contingent task depending on the results of subtasks 1-3 above. For cost proposal purposes, this task item is either "in" or "out". Data collection, data input, or other~~

~~work required to modify, expand, or calibrate the model to perform current (2010) and future demand estimates shall be priced under separate subtasks.) DELETED~~

3. Verify operational settings and system parameters contained within the model match the data generated by subtasks 1.3.1-1.3.4, and calibrate the new water system model. Both a steady state and an Extended Period Simulation (EPS) calibration shall be performed. It is assumed that the steady state calibration effort under this subtask will be limited to adjusting roughness coefficients and minor losses throughout the system. For the EPS calibration, a diurnal curve shall be developed based on pumping and reservoir data matched to real time field conditions over an extended period. The model shall be calibrated to within 5% of actual values for both calibration methods before proceeding to use the model in Task 1.5.
4. Run the model as needed to complete the multiple analyses required by Tasks 1.6 through 1.9. This subtask 1.5.4 is specifically for the data input/output work effort to run the model and does not include the work effort to interpret the results, identify system deficiencies, prepare technical memos or Master Plan document text, or prepare capital improvement estimates based on the model output results. For the purposes of estimating the cost of services for this subtask, the following general assumptions should be used to estimate the needed modeling effort.
 - a. Analysis Types: Average day demand (ADD) and peak day demand (PDD), steady state and extended period simulations. (EPS)
 - b. Analysis periods: 2010 (current), 2015, 2020, and 2030.
 - c. Source of Supply: Willamette River Water Treatment Plant, all cases, no supply provided from existing wells. (see also Task 1.6)
 - d. Year 2010 Sherwood supply equal to 0.5 and 2.5 MGD, with the remaining section of 48" transmission line in place, and without the remaining section of 48" transmission line in place. (For all analyses beyond 2010, assume the 48" transmission line is in place).
 - e. Year 2015 Sherwood supply equal to 2.5, and 5 MGD.
 - f. Year 2020 Sherwood supply equal to 2.5, 5, and 10 MGD.
 - g. Year 2030 Sherwood supply equal to 5, 10, and 20 MGD.
5. Prepare and publish a simple user's guide for the hydraulic model. This guide shall assume that the user knows little to nothing about AutoCAD software architecture or commands. The guide should "walk" the user through the steps needed to open the program, load the model, get data about specific components (e.g., access the underlying database parameters), edit and save changes to the attributes of a component, add a new component, perform common analysis scenarios, and print out reports and maps.

Subtask 1.6 Distribution System Evaluation

The work effort of this Task is focused on evaluating whether the current pumps and distribution lines are capable of meeting pressure, velocity, and fire flow criteria over the 20 year planning horizon of the Master Plan, and to identify the type and timing of needed capital improvements to meet future needs. This task differs from but supplements the existing conditions assessment of subtask 1.3.6 (Tech Memo #1). There are two unique

aspects of this evaluation, the first being the presence of a 48" transmission main capable of providing large flows to the City of Sherwood, and the second being the presence of 6 groundwater wells (Wilsonville's previous source of supply) capable of providing flow and pressure to the system on an emergency basis. For this task, we are assuming the WRWTP is the only source of supply and pressure for the system. The ability of the existing groundwater wells to make up for system deficiencies will be evaluated in Section 1.9.

Specific to this subtask 1.6, Consultant shall:

1. Review current distribution system and pump station evaluation criteria, and current and future fire flow requirements. In conjunction with City staff, select the system criteria to be used for revised system evaluations.
2. Analyze and map current and future pressure zones and line sizes for distribution and fire flow, assuming a maximum of 2 MGD is provided to the City of Sherwood through the existing 48" transmission line. Determine the type, timing, and estimated cost of associated system improvements through 2030 build out.
3. Determine what impacts to the City distribution system occur as water supply through the 48" transmission line to Sherwood increases over time. (See Task 1.4.7). Determine the type, timing and estimated cost of associated system improvements through 2030 build out.
4. Prepare a Technical Memorandum (Tech Memo #2) documenting the work effort, findings and recommendations performed in subtask 1-3 above, with a comparison of required system improvements for the two scenarios.

Subtask 1.7 – Storage Evaluation

The 2002 Water System Master Plan evaluated four alternatives for calculating the combined need for equalization, operational, emergency, and fire flow storage, and recommended installation of additional reservoir storage capacity. Each of these evaluations assumed some or all of the existing groundwater wells contributed to storage. (See Chapter 6 and Table 6-1, 2002 Water System Master Plan). For this Master Plan, revised storage analyses are needed reflective of the WRWTP as the current primary water source. In addition, supplemental analyses are needed to determine if the availability of the existing wells for emergency or supplemental service can reduce or eliminate the need for additional storage.

Specific to this subtask 1.7, Consultant shall:

1. Review the planning criteria and assumptions contained in Table 6-1 of the 2002 Plan, and recommend revised planning criteria for Equalization Storage, Operational Storage, and Emergency Storage. Fire Flow of 3000 gpm for four hours shall be maintained as the Fire Flow criteria for storage calculations.
2. After discussing the equalization, operational and emergency storage criteria with City staff and setting the criteria to be used for analysis, Consultant shall perform a minimum of four and a maximum of six planning level analyses of required storage for current and build out conditions, and calculate the surplus or deficit from existing storage and/or pumping capability. At least two of these analyses shall assume some combination of

backup wells and WRWTP pumps are available to reduce the demand in emergency storage.

3. For any analysis resulting in a storage deficit, Consultant shall calculate a revised capital cost estimate for the required improvements.
4. Prepare a Technical Memorandum (Tech Memo #3) documenting the work effort, findings and recommendations performed in subtask 1-3 above.

Subtask 1.8 – Water Treatment Plant Treatment Capacity Evaluation

The WRWTP has a current design capacity of 15 MGD. The common understanding within the City is that the WRWTP can produce a maximum of 10 to 12 MGD under the current configuration, and to produce more water requires clear well modifications (installation of baffles) for chlorine contact time plus a surge tank for pressure control. Original Design Basis documents indicate other plant components have maximum capacities of 4, 10, 15, 30, and 35 MGD.

Under this subtask 1.8, Consultant shall gather, summarize, and analyze existing design basis documents, technical memos, calculations, and regulatory correspondence supporting or providing a basis for these assumptions, supplement these documents with other calculations, visual inspections, and additional conversations or input from operating or regulatory personnel, and develop a revised list and cost estimate for the type and timing of capital improvements needed to increase production capacity up to a final capacity of 40 MGD. Consultant shall prepare a Technical Memorandum (Tech Memo #4) documenting the investigative work and conclusions of this Task. Tech Memo #4 shall render a professional opinion concerning the currently assumed 10 to 12 MGD clear well/ surge tank limitation and also document current normal operating and emergency backup pumping capabilities and pump curves for use in other subtasks.

Subtask 1.9 – Well Evaluation

Specific to subtask 1.9, all existing wells shall be assumed to have the same permitted capacities, water rights, and ambient water quality as described in Sections 5 and 6 of the 2002 Master Plan. Furthermore, we are assuming there are no legal or regulatory limitations on the use of the wells for water supply purposes, and therefore no need to perform any water rights or water quality investigations. Since these wells have not been in service as the primary water supply for the City since 2002, the purpose of this subtask 1.9 is to perform a condition assessment for these wells, evaluate the level of capital improvements needed to maintain or regain rated capacities, and evaluate whether the future use(s) of these wells can reduce capital expenditures in other areas (e.g., pumping and storage).

Specific to this subtask 1.9 Consultant shall:

1. Perform a condition assessment of each well using a combination of operating and maintenance records review, discussions with City staff, visual inspections, and pumping tests. All pumping tests shall be coordinated with City Public Works personnel.
2. Determine an existing conditions ~~pump curve~~ **design point** and capacity for each well for use in the Hydraulic Model.

3. Generate a recommended list of improvements, and a capital cost estimate needed to re-establish a rated capacity for each well equal to 90% of permitted capacity.
4. Determine a future conditions ~~pump curve~~ **design point** and rated capacity for each well for use in the Hydraulic Model. (Note: This task will require input from City personnel. It is likely not all recommended improvements will be affordable, and the future conditions pump curves should reflect only the capital improvements selected by the City.
5. Re-run hydraulic modeling of applicable storage evaluations and distribution system evaluations assuming selected wells, operating at the future conditions pump curve, are available to the City distribution system.
6. Prepare a Technical Memorandum (Tech Memo #5) documenting the work effort, findings and recommendations performed in subtasks 1-5 above.

Subtask 1.10 – Report Preparation

This subtask is intended to consolidate administrative and office labor efforts for putting together the Water System Master Plan document itself, and generally will not include data collection or other technical work efforts more appropriately covered in other subtasks. As such, the labor classifications charging to this subtask are expected to include a combination of senior level technical and management staff that are writing or reviewing the document, and lower level administrative staff that will be doing the editing, formatting, photocopying, and binding.

As described below, much of the general or background text of the 2002 Plan is intended to be incorporated into the new Plan, with appropriate edits to bring the document up to date. Some sections of the 2002 Plan are no longer applicable and will be deleted, and other sections will be moved and combined. The general format of the document will also change. The City desires the revised Master Plan to be constructed as a two-volume set with the main document a concise and useable reference document and supplemented by a separate technical appendix for those requiring more detailed information. To minimize the need for new or additional text, we expect the bulk the technical appendix to consist of the Technical Memos generated by the other subtasks of this project. An electronic copy of the 2002 Master Plan and Appendices in Word and pdf format will be provided to the Consultant for their use and reference to complete this Task.

Under this subtask 1.10, Consultant shall:

1. Combine and edit Section 1 – Introduction, Section 5 – Existing System Description, and selected portions of Section 7 – Source of Supply into a new Section 1 entitled “Existing System Description”. Delete existing text sections dealing with groundwater quality and distribution water quality (section 5), and previous supply planning efforts (section 7). (Note: The information in Section 7 concerning previous supply planning efforts should be combined with Figure 1-2 and 1-3 and moved to an appendix.) Include new text describing the WRWTP, and add text describing legal and contractual relationships.

2. Combine and edit Section 2 – Population Projections, Section 3 – Demand Projections and selected portions of Section 4 – Planning Criteria into a new Section 2 entitled “Demand Forecasts”. Most of the work performed under subtask 1.5 will be incorporated into this new Section 2. Create and include a new summary table providing the policy basis and numeric assumptions for the key parameters affecting the demand forecasts.
3. Create a new Section 3 entitled System Capacity Analysis incorporating: a) technical portions of the 2002 Master Plan Section 4 – Planning Criteria; b) portions of the 2002 Master Plan Section 6 – Facilities Evaluation; c) summary tables, findings, and recommendations from the new Tech Memos prepared for this Plan. Section 3 shall be organized in such a way as to present the analysis criteria, analysis results (current and projected), and recommended improvements for each part of the system (distribution, pumping, storage) in a logical sequence.
4. Include in Section 3 a basic description and summary of the Hydraulic Model used to perform the System Capacity Analysis. A full description of the process used to select, develop, calibrate, and verify the Hydraulic Model shall be placed in an appendix.
5. Create a new Section 4 that addresses system capacity issues and potential capital or operational improvements required due to the volume and timing of water supplied to the City of Sherwood and/or the Tualatin Valley Water District (TVWD) through Wilsonville’s 48” diameter transmission line. The system analyses documented in this Section should be based on the modeling efforts of subtask 1.5.4 and incorporate any pertinent information from tasks 1.6, 1.7, and 1.8, but not Task 1.9. The purpose of this Section 4 is to provide planning level estimates of the type, timing, and approximate cost of potential operational or capital improvements to any part of the City of Wilsonville treatment, distribution, pumping, pressure regulating, or storage systems as the volume of water supplied to other entities increases over time.
6. Create a new Section 5 entitled “Recommended Capital Improvements Plan”. Accumulate and summarize identified improvements, timing, and estimated capital improvement costs from Tasks 1.6 through 1.9 and associated Tech Memos. Provide introductory paragraphs describing the cost estimating methodology. Provide tables of assumed unit costs and the basis for the unit costs. Provide a discussion of recommended priorities. Provide a Recommended CIP table extending out to 2030. All costs shall be normalized to 2010 dollars.
7. Create a new Section 6 entitled “Operations and Maintenance Recommendations”. Accumulate within this Section any capital maintenance recommendations and cost estimates, operational recommendations (e.g., PRV adjustments, etc.), or recommendations for taking equipment out of service that are generated in the process of performing the investigations and evaluations of this Master Plan.
8. Create a separately bound volume of appendices. Individual appendices shall be created for each individual Tech Memo, along with the applicable backup documentation. Other appendices shall include, but are not necessarily limited to: documentation of the public / stakeholder input process; Hydraulic Model Development, Population Projections, and CIP Cost Estimate detail sheets.
9. Create an Executive Summary. The Executive Summary shall be located at the front of the Master Plan, directly behind the Table of Contents.

Task 2: Water Management and Conservation Plan

The required plan elements and standards for this Revision of the City of Wilsonville Water Management and Conservation Plan (WMCP) are found in Oregon Administrative Rules (OAR) Chapter 690-86-140. The current Plan was submitted to the Oregon Water Resources Department (OWRD) in December 1998. The goal of this Task is to prepare the WCMP revision consistent with the OAR, and submit the revision to the OWRD in 2011. The Scope of subtasks 2.1 – 2.4 below generally follow the required Plan elements of OAR 690-86-140. The format of this WMCP Revision shall follow the general format of the 1998 WMCP.

Much of the background information required for inclusion in the WMCP is identical to information generated by or included in the WSMP of Task 1. Therefore, in order to avoid duplication of effort and facilitate accurate project accounting, this Task 2 should not begin until about 2/3 of the work of Task 1 is completed.

Subtask 2.1 Description of Water System

Using the general criteria of OAR 690-86-140 (1) (a-f), consultant shall prepare a description of the current City of Wilsonville water system. In general, the text of this section of the WMCP is expected to come from, and must match, descriptive information contained in Water System Master Plan prepared in Task 1. Consultant shall review the WSMP and copy selected text from that document into this document, and perform any required document reformatting. For this document, the intent is to select appropriate, but limited summary information from each section of the WSMP, consistent with OAR 690-86-140 (1), rather than duplicate the full detailed descriptions found in the WSMP.

Subtask 2.2 Water Conservation Program Documentation

Reference OAR 690-86-140 (2). Specific to this subtask 2.2, Consultant shall:

1. Review the conservation programs described in the 1998 Plan, investigate the current status of these programs, and identify new programs that have been implemented since 1998 but are not documented in the 1998 Plan. To perform this subtask, Consultant shall interview Public Works, Engineering, Planning, and operations personnel to determine the scope of past and ongoing water conservation programs. As part of the interview process, Consultant shall determine the extent of documentation available for each program and acquire these documents from applicable City staff for review. For each specific program, Consultant shall prepare document text describing the program and quantifying the success or lack thereof of the program(s) since 1998, or since their inception if more recent than 1998.
2. Review, and prepare descriptive document text for all of the plan elements found in OAR 690-86-140 (2) (d) and (e). If any program of sections (d) and (e) are not being implemented, consultant shall provide the applicable feasibility evaluations or schedules for implementation as required by sections (d) and (e) respectively.
3. Provide a summary spreadsheet of the programs and elements of the work effort of paragraphs (1) and (2) above including columns for current status and/or date of implementation.
4. Investigate, document and summarize the City water use measurement and reporting program, and provide the description and statement required by OAR 690-86-140(2)(b).

Subtask 2.3 Water Curtailment Element

Reference OAR 690-86-140 (3). Specific to this subtask 2.3, Consultant shall research current and expected future water supply capabilities and create document text satisfying the requirements of OAR 690-86-140 (3) a-d. The basis of the descriptions and assessments in this section of the document must match the results of the water system assessments performed as part of the WSMP (Task 1 of this RFP). Consultant shall also create a Water System Emergency Action Plan with at least three levels of alerts that will trigger curtailment actions, and a specific description of curtailment actions to be undertaken. The Action Plan shall be printed in an easy to read, spreadsheet style, single sheet format suitable for inclusion in the City's formal Emergency Management Plan. In preparing this subtask, both the City of Wilsonville groundwater wells and the Willamette River Water Treatment Plant shall be considered reliable potential sources of supply.

Subtask 2.4 Long Range Water Supply Element

Reference OAR 690-86-140 (4). Specific to this subtask 2.4, Consultant shall prepare a description of the current City of Wilsonville long range water supply capabilities. In general, the text of this section of the WMCP is expected to come from, and must match, descriptive information contained in the Water System Master Plan prepared in Task 1, and the policy statements of the current Wilsonville Comprehensive Plan. Consultant shall review the WSMP and copy selected text from that document into this (WMCP) document, and perform any required document reformatting. For this document, the intent is to select appropriate, but limited summary information from appropriate sections of the WSMP and Comprehensive Plan, consistent with OAR 690-86-140 (4). The timeframes for long range water demand projections in the WMCP must match the criteria of the WSMP and Comprehensive Plan. In preparing this subtask, and for the purposes of this WMCP in general, the City of Wilsonville Willamette River Water Treatment Plant shall be considered the primary source of supply, with the existing groundwater wells providing emergency / backup supply only.

Subtask 2.5 Document Preparation

Similar to Task 1.10, this subtask 2.5 is focused on the physical assembly and printing of draft and final versions of the WMCP document. The City expects the labor effort to accomplish this Task will generally be lower level administrative support personnel. Work efforts of technical staff associated with the details of the individual document sections should be charged under subtasks 2.1 – 2.4. Document review and resolution of review comments should be charged under Task 2.6. Specific to this subtask 2.5, Consultant shall:

1. Assemble the technical document sections into their respective chapters/sections.
2. Assemble the following appendices:
 - a. State Rules and Requirements. This appendix will combine Appendix A of the 1998 Plan (OAR 690-86-140), and Appendix G of the 1998 Plan (OAR 690-85).
 - b. Water Rights. This appendix will combine appendices B and C of the 1998 Plan.
 - c. City policies, procedures, and guidance documents. This appendix will consolidate appendices H, I, J, and M of the 1998 Plan (as applicable) along with other current Resolutions, Ordinances, and guidance concerning City water management and conservation policies and programs.

- d. Technical Data. This appendix will include copies of various spreadsheets, charts, diagrams, calculation, and other documents that address future demand, future capacity, annual water reporting and other technical aspects of the City water system.
3. Format, print, and distribute draft and final versions of the WMCP. (10 hard copies plus 2 electronic copies in both Word/Excel and PDF format)

Subtask 2.6 Project Management and Meetings

This subtask is to be used to accumulate costs to the project for general project management functions, including the costs for Consultants management review of the draft and final documents before distribution to the City. Also within this task are three general project meetings, plus two public hearings (Planning Commission and City Council). All meetings will be held at City offices. For proposal purposes, costs shall be accumulated into three subtasks as follows:

1. Project Management
2. Project Meetings: to include a kickoff meeting, a 90% meeting (draft document preparation meeting), and a draft document review meeting.
3. Public Hearings: Preparation for and presentation at a Citizen Participation meeting, a Planning Commission public hearing, and a City Council public hearing.

For each of the three general meetings and the citizen participation meeting, Consultant shall accumulate and organize comment sheets and take and distribute meeting notes. For the public hearings, City staff will take and distribute the meeting minutes. Individual one-on-one meetings between technical staff and City personnel shall be charged under Tasks 2.1-2.4.

END OF SCOPE OF SERVICES



City of Wilsonville - Water Master Pla..
 Engineer Fee Estimate - Certification

Exhibit B to Professional Services Agreement

Resolution No. 2274

Task	Description	Principal Rod Linja	Project Manager James Blewsoe	Senior Engineer DS, LR, GP, DK	Staff Engineer PO, RR, JW, AC	Technician	Admin	Sub-Consultant Jim Doane	Direct Costs	Task Cost	
2011 Composite Rates:		\$150	\$130	\$130	\$90	\$75	\$55	\$190			
1.0	Water System Master Plan										
1.1	Project Management	4	36	4	0	0	11	0	\$ -	\$ 6,405	
1.2	Meetings (technical, public, stake holder)	9	134	32	78	6	27	0	\$5,500	\$ 37,385	
1.3	Data Collection	1	13	4	200	26	12	0	\$ -	\$ 22,970	
1.4	Demand Projections	0	8	3	40	14	2	0	\$ -	\$ 6,190	
1.5	Hydraulic Model	0	11	2	154	12	6	0	\$2,500	\$ 19,280	
1.6	Distribution System Evaluation	1	13	11	108	20	12	0	\$ -	\$ 15,150	
1.7	Storage Evaluation	1	7	11	37	4	2	0	\$ -	\$ 6,230	
1.8	Treatment Evaluation	1	15	131	129	32	14	0	\$ -	\$ 33,910	
1.9	Well Evaluation	1	13	34	56	4	8	0	\$ 250	\$ 12,290	
1.10	Report Preparation	4	24	26	82	6	30	0	\$ -	\$ 16,580	
Task Total:		1686	22	274	258	884	124	124	0	\$8,250	\$ 176,390
2.0	Water Management and Conservation Plan										
2.1	Water System Description	0	1	2	16	2	6	0	\$ -	\$ 2,310	
2.2	Conservation Programs	0	5	9	40	0	5	12	\$ -	\$ 7,975	
2.3	Water Curtailment	0	2	4	24	0	2	5	\$ -	\$ 4,000	
2.4	Long Range Supply	0	2	6	20	0	2	3	\$ -	\$ 3,520	
2.5	Report Preparation	0	5	0	0	0	16	3	\$ -	\$ 2,100	
2.6	Project Management	6	27	0	24	6	8	10	\$1,500	\$ 10,860	
Task Total:		273	6	42	21	124	8	39	\$1,500	\$ 30,765	
Summary											
Total Hours		1959	28	316	279	1008	132	163	33		
% of Total			1%	16%	14%	51%	7%	8%	2%		
Total Cost										\$ 207,155	

Additional Optional Tasks

Develop full page detailed project sheets for each capital improvement project	\$ 4,000
Link city individual water meter data to water model - assumes common identifier in mapping / billing data	\$ 3,000

CERTIFICATION STATEMENT

The undersigned principal officer of Keller Associates does hereby represent and certify the above project cost estimate as a true and accurate proposal Not To Exceed reflection of our cost to provide services for the Water System Master Plant Project (#1082), as detailed in the Scope of Services and Request for Proposal issued by the City of Wilsonville.

Rod Linja, President

Printed Name, Title

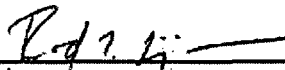

 Signature



Exhibit C to Professional Services Agreement

KELLER ASSOCIATES, INC. 2011 TITLE CODE BILLING RATES

Personnel Classification Employee Name	2011 Hourly Rate
Principal (PE)	
Rod Linja	\$150
David Kinzer	\$150
Jim Keller	\$150
James Mullen	\$145
Senior Project Manager - II (PE)	
Glen Holdren	\$135
Jeff Freiberg	\$135
Donn Carnahan	\$135
Larry Rupp	\$135
James Bledsoe	\$130
Senior Project Engineer - II (PE)	
Dennis Suikonen	\$125
Susan Planting	\$125
Holly Johnson	\$125
Phil Rumsey	\$125
Theodore Reynen	\$120
Jeanne Mecham	\$100
Matt Price	\$100
Project Manager - I (PE)	
Bryan Phinney	\$110
Michael Jaglowski	\$110
Nathan Cleaver	\$110
Brandon Keller	\$110
Justin Walker	\$110
Todd Tuckett	\$110
Peter Olsen	\$100
Project Engineer - I (PE/EIT)	
Jordan Evans	\$90
Scott Shurtliff	\$90
Roland Rocha	\$90
Andrey Chernishov	\$80
Jason Adams	\$85
Jeffrey Mansfield	\$80
Nicholas Charles	\$80
Matthew Hill	\$80
Skyler Allen	\$75
Stillman Norton	\$75
Kye Kreusel	\$75
Hailey Barnes	\$70
Brad Ortman	\$70
Engineering Intern	
Kyle Jones	\$50
Senior CAD - II	
Jeny Thornton	\$110
CAD - I	
Doug Cain	\$80
Matt Carlisle	\$80
Kris Wiese	\$75
Tessa Stone	\$75
Brady Smith	\$70
Camille Sherlock	\$70

Data is strictly confidential.

**KELLER ASSOCIATES, INC.
2011 TITLE CODE BILLING RATES**

Personnel Classification Employee Name	2011 Hourly Rate
Eddy Crego	\$70
Cassie Loosie	\$65
Gordon Cowley	\$65
Chief Engineer/Structural Engineer (PE, SE, PLS)	
David Kinzer	\$150
Structural Engineer - I (PE)	
Keller, Brandon	\$110
Survey Manager (PLS)	
Barry Whitson	\$110
Surveyor (PLS)	
Chris Street	\$90
Alex Lheritier	\$80
Surveyor Technician	
Thomas Jeffrey	\$70
Matt Pretl	\$60
Jeremy Messick	\$60
Two-Man Survey Crew	
	\$130
GPS Survey Crew	
	\$145
Technicians & Inspection	
Randy Brixey	\$75
Kris Wiese	\$75
Eddy Hansen	\$60
Administration	
Barbara Ballantyne	\$65
Rick O'Donnell	\$60
Janell Gregory	\$55
Clerical	
Crystal Warner	\$65
Dawn Carroll	\$60
Kristine Szelmeczka	\$60
Michele Chatterton	\$55
Michael McCoy	\$55
Celeste Frelberg	\$55
Amanda Lee	\$55
Sub-Consultant	
James Doane	\$190
Other Billing Terms	
Mileage	\$0.45 per mile
Per Diem	\$40.00 per day
Reimbursable Expenses at Cost x 1.0	
The Title Code Billing Rates are effective January 1, 2011. New employees may be added throughout the year.	

Data is strictly confidential.