

## RESOLUTION NO. 1301

**A RESOLUTION OF THE CITY OF WILSONVILLE EXEMPTING THE CITY FROM COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO SIGN AN ENGINEERING AGREEMENT WITH MONTGOMERY WATSON TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH PLANNING THE CITY'S FUTURE WATER SUPPLY.**

WHEREAS, the City's potable water supply is currently obtained from a series of wells which draw water from a local aquifer; and

WHEREAS, over time intensive use of said wells gradually reduces productivity of the City's groundwater supply, thereby creating a necessity that the City identify develop a new source of water to reliably meet current and future demand for water supply; and

WHEREAS, the City has been one of 28 agencies that have jointly conducted a regional water supply study which forecasted future demand and evaluated alternative regional scenarios to meet anticipated water demand in the Portland metropolitan area through the year 2050; and

WHEREAS, the intent of the regional study is to provide overall guidance so that individual water providers can better coordinate their planning and make local decisions consistent with the long-range goals of the region; and

WHEREAS, the regional study does not, and was not intended to, evaluate the specific needs or water supply alternatives of individual water providers; and

WHEREAS, through a competitive bidding process the 28-member water supply planning group hired a consulting team which conducted the regional study; and

WHEREAS, Montgomery Watson was the principle engineering consulting firm on said consulting team; and

WHEREAS, Montgomery Watson also has a detailed understanding of Wilsonville's water supply system by virtue of additional planning and engineering work conducted by Montgomery Watson for the City; and

WHEREAS, the City's Capital Improvement Program and adopted budget for the 1996-97 fiscal year include a total of \$600,000 for preliminary design of additional water resources to meet future demand for potable water in the City's service area; and

WHEREAS, the City now wishes to proceed with the first stages of such preliminary design and seeks the services of a private consulting firm to provide selected professional (engineering) services; and

WHEREAS, it would be in the City's interest to utilize the experience and expertise of Montgomery Watson in conducting such preliminary design and associated professional services; and

WHEREAS, the Oregon Revised Statutes 279.011 (5) and Section 2.310 (1) (a) of the Wilsonville Code define public contracts as being other than agreements for personal service; and

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

WHEREAS, Section 2.312 of the City Code state that "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 Contract Review Board"; and

WHEREAS, Section 2.314 (1) states that "All contracts shall be based upon competitive bid with certain exceptions," which the City interprets to mean public contracts, but in the event it is construed to apply to any contract, the City recites and finds as set forth below; and

WHEREAS, additionally, Section 2.314 (2) states that "The Board may, by Resolution, exempt other contracts from competitive bidding if it finds (a) the lack of bids will not result in favoritism or substantially diminish competition in awarding the contract; and (b) the exemption will result in substantial cost savings. In making such a finding, the Board may consider the type, cost amount of the contract, number of persons available to bid and such other factors as the Board may deem appropriate"; and

WHEREAS, Oregon Revised Statutes 279.015 Competitive Bidding Exemptions also allows exemptions as stated in the City Code; and

WHEREAS, after reviewing the fees associated with providing the requested bidding services, Staff has determined that the fees for the professional services as proposed by Montgomery Watson are found to be fair and reasonable; and

WHEREAS, if Montgomery Watson provides the professional services for the above referenced concept design, the City will realize additional cost savings by utilization of the work completed previously by Montgomery Watson; and

WHEREAS, these fees are calculated not to exceed \$238,025.

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

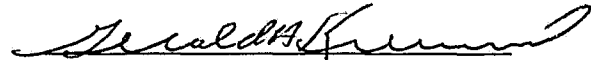
1. That the City Council, serving in its role as Local Contract Review Board does hereby exempt from competitive bidding the award of a professional services contract for concept design of the City's future water supply

system, and further concludes this award will not diminish competition and will result in substantial cost savings.

2. The City Council, serving as a Local Contract Review Board, does hereby approve and authorize the City Manager to sign an agreement between the City of Wilsonville and Montgomery Watson, substantially in the form of Exhibit A attached hereto and incorporated herein, to provide the professional services recited above.
3. Authorize the expenditures for this contract not to exceed budget amount from:

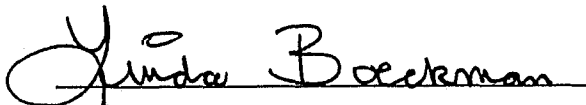
Account	Budget Amount
530 49130 5000 322	\$600,000

ADOPTED by the City Council of the City of Wilsonville at a special meeting thereof this 7th day of August, 1996, and filed with the Wilsonville City Recorder this date.



GERALD A. KRUMMEL, Mayor

ATTEST:



Linda Boeckman, Deputy City Recorder

SUMMARY of Votes:

Mayor Krummel	Yes
Councilor Lehan	Yes
Councilor Leahy	Yes
Councilor Hawkins	Yes
Councilor MacDonald	Yes

**PROFESSIONAL SERVICES CONSULTING AGREEMENT  
FOR WILLAMETTE RIVER WATER TREATMENT PLANT  
DESIGN CONCEPT  
FOR THE CITY OF WILSONVILLE**

This AGREEMENT is made and entered into by and between MONTGOMERY WATSON AMERICAS, INC., ("CONSULTANT" herein), and the CITY OF WILSONVILLE, a political subdivision of the State of Oregon ("CITY" herein).

**ARTICLE 1. PURPOSE OF AGREEMENT**

- 1.1 The purpose of this AGREEMENT shall be to set forth responsibilities and to clarify the relationship between the CITY and the CONSULTANT. CONSULTANT shall supply professional services as herein described. In consideration for said services, the CITY shall pay the CONSULTANT such monies and in such manner as herein described.

**ARTICLE 2. WHOLE AGREEMENT**

- 2.1 This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this AGREEMENT. No modification of this AGREEMENT will be binding on either party except as a written addendum, signed by an authorized agent of each party.

**ARTICLE 3. EFFECTIVE DATE OF AGREEMENT**

- 3.1 This AGREEMENT shall be effective after signing by both parties and upon issuance of a written notice to proceed by the CITY.

**ARTICLE 4. WRITTEN NOTICE**

- 4.1 Any notice of change, termination or other communication having a material effect on this AGREEMENT shall be served in one or more of the following manners:
- a. In-person delivery to and signed acknowledgment of receipt by an authorized officer, employee, agent or other representative of the contracting parties.
  - b. Deposited in the U.S. mails posted to the address(es) given in this document.

**ARTICLE 5. GOVERNING LAW/VENUE**

- 5.1 This AGREEMENT shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this AGREEMENT shall be in the Circuit Court of Clackamas County. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the court.
- 5.2 All rights and remedies of the parties hereto shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies according to law. It is agreed that fifteen (15) calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically required such notice.

## ARTICLE 6. OREGON REVISED STATUTES

- 6.1 All requirements of the Oregon Revised Statutes Nos. 279.310 through 279.430, Public Contracting, as applicable, are incorporated herein by reference.

## ARTICLE 7. JUDICIAL RULINGS

- 7.1 If any provision of this AGREEMENT as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the AGREEMENT or the validity or enforceability of this AGREEMENT.

## ARTICLE 8. NONDISCRIMINATION

- 8.1 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 or national origin. Any violation of this provision shall be considered a material violation of this AGREEMENT and shall be grounds for cancellation, termination or suspension in whole or in part by the CITY.

## ARTICLE 9. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- 9.1 The CONSULTANT shall perform services as described in Attachment "A" (Scope of Work), attached hereto and by this reference made a part hereof.

## ARTICLE 10. STANDARD OF SERVICES AND WARRANTY

- 10.1 The CONSULTANT agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the CONSULTANT must perform the services based in part on information furnished by the CITY and that the CONSULTANT shall be entitled to rely on such information. However, the CONSULTANT is given notice that the CITY will be relying on the accuracy, competence and completeness of the CONSULTANT'S services in utilizing the results of such services. The CONSULTANT will redo any services not meeting this standard without additional compensation.

## ARTICLE 11. INDEPENDENT AGENT

- 11.1 The CONSULTANT shall be an "independent agent". All persons employed to furnish services hereunder are employees of the CONSULTANT and not of the CITY. Further, the CITY shall not be liable for any of CONSULTANT'S acts for omissions performed under this or other agreements to which CONSULTANT is a party.

## ARTICLE 12. INDEMNIFICATION AND INSURANCE

- 12.1 Reciprocal Indemnification:
- a. CONSULTANT agrees to indemnify and defend CITY from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of CONSULTANT, its employees, or agents in connection with the project.

- b. CITY agrees to indemnify and defend CONSULTANT from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of CITY, its employees, or agents in connection with the projects.
- c. If the negligence or willful misconduct of both the CONSULTANT and CITY (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CITY in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.
- d. This indemnity agreement shall include any claim made against the CITY or CONSULTANT or their officials, agents, or employees by an employee of the other party even if such employer is thus or otherwise immune from liability pursuant to workers' compensation statutes.
- e. The provisions contained in this paragraph have been mutually negotiated by the parties and it is the intent of the parties that the paragraph provide the broadest scope of indemnity permitted by Oregon law.

12.2 The CONSULTANT shall purchase and maintain insurance at its expense, and shall provide certification to the CITY of insurance in the types and amounts specified in Exhibit "B" (Insurance), attached hereto and by this reference made a part hereof.

#### **ARTICLE 13. SUBCONTRACTING**

13.1 No portion of the AGREEMENT may be subcontracted to any other individual, firm or entity, except as may be set forth in Attachment "A", without the express and prior approval of the CITY.

#### **ARTICLE 14. NONASSIGNMENT**

14.1 No portion of nor any interest in this AGREEMENT may be assigned to a third party, except as may be set forth in Attachment "A", without the express and prior approval of the CITY.

#### **ARTICLE 15. FUNDING**

15.1 In the event the City Council of the City of Wilsonville or other governing authority reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the CONSULTANT agrees to abide by any such decision including termination of service.

#### **ARTICLE 16. CITY PRIORITIES**

16.1 The CONSULTANT shall comply promptly with any requests by the CITY relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

#### **ARTICLE 17. PUBLICITY**

17.1 CONSULTANT shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representations of the CITY except on prior specific written authorization from CITY.

## ARTICLE 18. USE OF CITY FACILITIES

- 18.1 CONSULTANT and its employees or agents shall have the right to use only those facilities of the CITY that are necessary to perform services under this AGREEMENT and shall have no right of access to any other facilities of the CITY without the prior approval of the CITY.

## ARTICLE 19. FEES AND PAYMENT

- 19.1 The CITY agrees to pay the CONSULTANT for services performed pursuant to this AGREEMENT according to the terms and amounts specified in Attachment "C" (Fees and Payment), attached hereto and by this reference made a part hereof. Said payment shall cover all costs associated with the performance of services as described in Attachment "A". The CITY shall have no liability for taxes, insurance or other expenses associated with the performance of CONSULTANT'S duties hereunder.

## ARTICLE 20. TERMS OF PAYMENT

- 20.1 Payment to the CONSULTANT will be made as follows:
- a. Invoices and Time of Payment. Monthly invoices will be issued by CONSULTANT for all work performed under this AGREEMENT. Invoices are due and payable on receipt. Upon mutually agreed upon completion of services enumerated in Attachment A, the final payment of any balance will be due upon receipt of the final invoice. Invoices will be based on actual labor and expenses incurred during the period and will include a summary of all charges, current and past, along with a summary of previous payments made by the CITY.
  - b. Interest. Interest at the rate of 1 percent per month will be charged on all past due amounts beginning 45 days after the date of approval of payment of the invoice by the CITY, unless not permitted by law, in which case interest will be charged at the highest amount permitted by law. Payments will first be credited to interest and then to principal.

## ARTICLE 21. CHANGES

- 20.1 The fee specified herein shall include all services specified herein. Any change in the frequency or type of services shall cause the fee to be adjusted plus or minus accordingly; provided, however, any fee increases will require written approval by the City of Wilsonville.

## ARTICLE 22. OWNERSHIP OF WORK PRODUCT

- 22.1 All work products of the CONSULTANT which result from this AGREEMENT are the exclusive property of the CITY.

## ARTICLE 23. TERMINATION OF AGREEMENT

- 23.1 This AGREEMENT may be terminated under the following conditions:
- a. By written mutual agreement of both parties. Termination under this provision may be immediate.

- b. Upon thirty (30) calendar days written notice by either party to the other of intent to terminate.
- c. If this AGREEMENT is terminated by either party, the CITY agrees to pay to the CONSULTANT all costs and expenses associated with services provided to the effective date of termination. Monies due and payable will be calculated based on actual costs and the schedule set forth in Attachment "A".

**ARTICLE 24. SURVIVAL**

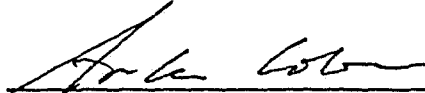
24.1 The terms, conditions, representations, and all warranties contained in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

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

**FOR THE CONSULTANT:**

**FOR THE CITY OF WILSONVILLE:**

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Title  
Date

  
\_\_\_\_\_  
Deputy City Recorder

Montgomery Watson Americas, Inc.  
Firm

MAILING ADDRESS  
City of Wilsonville  
30000 SW Town Center Loop E.  
Wilsonville, OR 97070

1800 S.W. First Avenue, Suite 350  
Address

Portland, OR 97201  
City, State and Zip

\_\_\_\_\_  
Employer I.D. Number

\_\_\_\_\_  
Date



## **ATTACHMENT "A"**

### **SCOPE OF WORK**

#### **WILLAMETTE RIVER WATER TREATMENT PLANT PROJECT CONCEPT DESIGN**

This Scope of Work defines work activities related to development of the concept design for a Willamette River Water Treatment Plant project for the City of Wilsonville. It is assumed that the project will include a water treatment plant with initial capacity of up to 25 mgd with a layout and plant concept which could reasonably accommodate an ultimate capacity of either 100 or 150 mgd, a raw water intake and pump station, a raw water pipeline, and a finished water pipeline connecting to the existing City of Wilsonville distribution system. It is assumed that the initial user of the water from the treatment plant will be the City of Wilsonville, but that the plant will ultimately serve other entities and that these other entities may participate in the planning and development of the initial project.

#### **ELEMENT 1.0 SITE IDENTIFICATION**

Information on project feasibility and technical constraints will be provided to the City of Wilsonville at its request, to allow identification of potential sites for a water treatment plant and intake.

#### **ELEMENT 2.0 WATER RIGHTS / SIZING CRITERIA**

##### **Task 2.1 Water Rights Analysis**

A review of the water rights issues and water availability on the Willamette River will be conducted. Discussions will be held with Oregon Water Resources Department, PGE, and others with interests in water right issues on the Willamette. An assessment of the need to pursue any water reallocation or other action to assure long-term availability of water to supply the plant will be prepared.

##### **Task 2.2 Plant Sizing**

Based on discussions with potential partners or future users of a subregional or regional Willamette Water Treatment Plant, options for sizing the intake, raw water piping and pumping, treatment plant, and finished water pumping will be developed and reviewed with the City of Wilsonville. A final direction on project sizing criteria will be established prior to initiating plant layouts.

##### **Task 2.3 Draft Technical Memorandum**

A draft Technical Memorandum summarizing the information from this work element will be prepared. Five copies of the draft memorandum will be provided to the City of Wilsonville for review. The comments of the City will be incorporated into the Project Final Report.

#### **ELEMENT 3.0 DETAILED WATER TREATMENT PLANT SITE AND INTAKE FEASIBILITY ANALYSIS**

It is assumed that the sites under consideration for a treatment plant are the "Jack Property" and the "Gravel Pit" site. Either one, or both, of these sites will be investigated as determined by the City of Wilsonville. It is also assumed that for either treatment plant site,

the intake site will be located at either the Gravel Pit site or at another suitable site in that vicinity. This task will provide the information required to determine the feasibility and cost of locating a water treatment plant and associated intake on the selected site.

### **Task 3.1 Water Treatment Plant Site Survey**

A preliminary survey of the selected site will be conducted and a topographic map of the site will be prepared. A preliminary survey of the intake site will also be conducted.

### **Task 3.2 Geotechnical Evaluation**

A preliminary geotechnical evaluation of the water treatment plant site for foundations and earthquake issues will be conducted. Any existing geotechnical information available for the site will be reviewed. Up to three on-site exploratory borings will be drilled at the treatment plant and one boring at the intake site.

### **Task 3.3 Environmental Analysis**

A preliminary wetlands delineation on the water treatment plant and intake site will be conducted. A "Phase I" hazardous materials assessment and other on-site environmental review will be conducted as needed to determine other potential permitting requirements. Contact will be made with regulatory agencies concerning environmental issues and concerns which will need to be addressed in the permitting process.

### **Task 3.4 Permitting Strategy**

The permits and approvals anticipated for the intake site and for the plant site will be identified to the extent possible. Each required permit or approval will be briefly described as to its scope, its estimated impact on the project schedule, the process to obtain the permit and approval and any other relevant information regarding the specific permit or approval. Based on the information gathered in this task, the potential need to perform additional environmental assessment work will be discussed.

### **Task 3.5 Plant Layout**

A preliminary plant layout for the water treatment plant at the selected site will be prepared showing all facilities, including the water treatment plant, raw water piping on-site, finished water pipeline on-site, any administration facilities, access roadways, and other facilities associated with the project and site. Initial plant capacity and ultimate plant capacity will be shown on the layouts. A staging plan for expansion of the plant from initial to ultimate capacity with intermediate steps, will be prepared.

### **Task 3.6 Draft Technical Memorandum**

A draft Technical Memorandum summarizing the information from this work element will be prepared. Five copies of the draft memorandum will be provided to the City of Wilsonville for review. The comments of the City will be incorporated into the Project Final Report.

## **ELEMENT 4.0 RAW AND FINISHED WATER PIPELINE ROUTING**

It is assumed that a single raw water pipeline will be routed and that the finished water pipeline will be brought only to a convenient point in the City of Wilsonville's distribution system.

#### **Task 4.1 Data Gathering**

Data regarding the existing utilities systems and structures along the possible raw and finished water pipeline routes will be obtained, compiled and reviewed. This information will include existing system mapping, as-constructed drawings, and other applicable information related to water, sewer and drainage utilities available from the City of Wilsonville; existing mapping of other utilities including power, telephone, gas, communications and cable television; plans of utilities for proposed projects within the project area; tax lot maps and property ownership data; topographic mapping which is available; plans of the Oregon Department of Transportation; and other data that is available that may have an impact upon the project.

#### **Task 4.2 Routing Analysis**

The alternatives for routing the raw water pipeline and for connecting the treatment plant to the City's existing distribution system will be developed and evaluated. An evaluation of the alternative routes including both economic and non-economic considerations such as land use and right-of way, will be prepared and a route for the pipelines will be recommended.

#### **Task 4.3 Pipeline Concept Design**

The design concept for the raw and finished transmission pipeline will be prepared based on demand, transmission and staging information provided by the participants. Pipeline sizes will be established, major roadway or stream crossings requiring casings or other special treatment will be identified and anticipated major relocation requirements of other utilities and facilities if necessary to accommodate the new pipelines will be identified.

#### **Task 4.4 Permitting Strategy**

The permits and approvals anticipated for the raw and finished water pipeline will be identified to the extent possible. Each required permit or approval will be briefly described as to its scope, its estimated impact upon the project schedule, the process to obtain the permit and approval and any other relevant information regarding the specific permit or approval. The potential need to perform environmental assessment work will be discussed. Property acquisition and easement requirements for the project will be identified.

#### **Task 4.5 Draft Technical Memorandum**

A draft Technical Memorandum summarizing the information from this work element will be prepared. Five copies of the draft memorandum will be provided to the City of Wilsonville for review. The comments of the City will be incorporated into the Project Final Report.

### **ELEMENT 5.0. PROJECT PROCUREMENT / FINANCING OPTIONS**

The alternatives for the design, bidding, building, operation, and financing of the project will be evaluated for their advantages and disadvantages. These alternatives will include the traditional design/bid/build/owner-operate as well as other options such as design/build; design/build/operate; contract operations; and design/build/operate/finance. The impacts on potential water rates of the various alternative approaches will be evaluated. Assistance will be provided to City of Wilsonville staff in conducting analysis of future water rates which will result from the project. A draft Technical Memorandum summarizing the information

from this work element will be prepared. Five copies of the draft memorandum will be provided to the City of Wilsonville for review. The comments of the City will be incorporated into the Project Final Report.

## **ELEMENT 6.0 ASSISTANCE IN RESPONSE TO PUBLIC QUESTIONS**

As needed and as requested by the City of Wilsonville, assistance will be provided in responding to questions, concerns, and requests for information about the project from major water users, adjacent property owners, neighborhood groups, and other members of the public. It is assumed that preparation for and attendance at up to 20 meetings will be required. It is assumed that no additional presentation materials beyond those which are already developed under tasks will be required.

## **ELEMENT 7.0 PLANNING COORDINATION**

At the request of the City of Wilsonville, Montgomery Watson will participate in subregional or regional planning meetings, provide information concerning the project to other water supply entities in the region who may be interested in participating in a joint project, and conduct other activities to coordinate the planning of this project with other water supply activities in the region or subregion. It is assumed that preparation for and attendance at up to eight meetings will be required.

## **ELEMENT 8.0 IMPLEMENTATION PLAN AND SCHEDULE**

### **Task 8.1 Cost Estimate**

Based on the information developed in the previous Elements capital, operating and maintenance costs for the project, including intake, raw water pipeline, water treatment plant and finished water pipeline, will be estimated. Land acquisition and right-of-way costs will be included in these estimates. These estimates will be planning level estimates. Planning level estimates do not reflect market forces which may effect actual project costs at the time of construction and include contingencies to cover costs which are likely to be incurred but are not possible to specifically identify at this stage of project development. As defined by the American Association of Cost Estimating Engineers, planning level estimates have an accuracy of +50 to -30 percent of the actual project cost.

### **Task 8.2 Schedule**

A proposed schedule for detailed design, construction, and start-up of the project will be prepared. The proposed schedule will include permits and approvals, right-of-way, easements and other property acquisition, and other significant project tasks, and will incorporate the procurement and financing options developed in Element 5.0.

### **Task 8.3 Implementation Plan**

A detailed implementation plan identifying all steps required to bring the project from its current position to start-up will be prepared. Financing, operational, administrative, legal and other issues will be outlined in addition to technical, cost, and scheduling issues. A draft Technical Memorandum summarizing the information from this work element will be prepared. Five copies of a draft memorandum will be provided to the City of Wilsonville for review. The comments of the City will be incorporated into the Project Final Report.

## **ELEMENT 9.0 REPORT PREPARATION AND DOCUMENTATION**

A report summarizing the information in Elements 1 through 8 will be prepared. This report will be based upon the information developed in the Technical Memorandums prepared in each element and will include an Executive Summary. A presentation of the draft report to the City of Wilsonville will be provided. twenty-five copies of the final reports will be prepared after receipt of comments on the draft report.

## **ELEMENT 10.0 WILLAMETTE RIVER MONITORING PROGRAM**

Water quality monitoring at the selected site will be conducted for a period of one year. The objectives of this monitoring are to provide design information for future treatment and to gather data for public information efforts. The water quality program will build on approximately five years of data collection from the Willamette River at Wilsonville, collected by MW from 1991 to 1996. The monitoring program will use protocols for sampling and analyses established in previous work, to maintain consistency in the database. The program will include regularly scheduled sampling for common drinking water quality parameters, microbiological contaminants, trace metals, inorganic chemicals (IOCs), volatile organic chemicals (VOCs) and synthetic organic chemicals (SOCs). A detailed monitoring plan is shown in Exhibit A.

## **ELEMENT 11.0 PROJECT MANAGEMENT**

Monthly Project Management Reports will be prepared and provided to the City of Wilsonville which summarize the work accomplished in the previous month, anticipated progress for the next month, and issues requiring resolution. The monthly report will document overall project schedule and contain a project budget summary documenting the percent of the project which is complete and the level of effort required to complete the project relative to remaining budget. The monthly Project Management Report will be discussed at a monthly project progress meeting with the City of Wilsonville, attended by Montgomery Watson's project manager.

**EXHIBIT A**  
**WILLAMETTE RIVER WATER TREATMENT PLANT PROJECT**  
**RAW WATER MONITORING PROGRAM**  
**1996 / 1997**

**SCHEDULE:**

The sampling program described in this memo will be carried out for a period of 12 months.

**DESCRIPTION OF MONITORING PLAN:**

**Analytical Program**

The sampling program encompasses monthly sampling for the routine water quality parameters which are relevant to drinking water treatment. The program also includes semi-annual sampling for organic and inorganic chemicals, including but not limited to the parameters regulated under the Safe Drinking Water Act. The complete analytical program is summarized in Table 1.

Samples will be analyzed on a monthly basis for chemical and biological indicators of water quality. These monthly samples include turbidity, alkalinity, hardness, total organic carbon, UV<sub>254</sub> absorbance, total and fecal coliform bacteria, heterotrophic plate count bacteria, ammonia nitrogen, and *Giardia /Cryptosporidium*..

Organics and metals sampling will be conducted on a semi-annual basis, in approximately December (wet period) and June (dry period). The inorganic analyses will include ten metals, as well as nitrate-nitrogen. The organic analyses will include more than 160 volatile and synthetic organic chemicals, including industrial chemicals, pesticides, and herbicides. In most cases, multiple organic chemicals are measured in a single analytical procedure so that it is possible to design "packages" of analyses. For example, a single analysis for organochlorine pesticides includes measurement of 28 different organic compounds, including PCBs, DDT and many common pesticides. Similarly, approximately 60 organic chemicals are included in the single analysis for "VOCs".

**Laboratories.** All analyses will be performed by Montgomery Laboratories in Pasadena, California.

**Required Support for Analytical Program**

**Sampling.** Labor support will be required to perform sampling. The most cost-effective approach is for Wilsonville to assume responsibility for routine sampling. Routine sampling is estimated to require an average of 4 hours per month. Additional time will be required for semi-annual sampling. Montgomery Watson (MW) will provide training for sample collection, shipping and recordkeeping to the designated Wilsonville staff person.

**Evaluation.** MW will oversee the sampling program, assure the quality of the data and provide interpretation of results. MW will receive results from Montgomery Laboratories and will input the raw data into a spreadsheet. MW will verify the accuracy of the data entry and will maintain all project data files. MW will assume responsibility for maintaining project schedule, resolving laboratory and sampling problems, and for making modifications to the sampling program based on results. MW Project Manager will prepare

one annual report. Five copies of the annual report will be provided to the City of Wilsonville for review. Five copies of the final report which incorporates the City's comments will be provided.

D R A F T

TABLE 1

WILLAMETTE RIVER RAW WATER MONITORING PROGRAM  
ANALYTICAL SCHEDULE AND COSTS

PARAMETER	SAMPLING FREQUENCY	METHOD NUMBER
turbidity	monthly	
alkalinity	monthly	
calcium and total hardness	monthly	
total organic carbon	monthly	
total coliform	monthly	
fecal coliform	monthly	
HPC	monthly	
ammonia nitrogen	monthly	
<i>Giardia</i>	monthly	ASTM 92
<i>Cryptosporidium</i>	monthly	ASTM 92
VOCs (60 compounds)	semi-annual	542.2
Inorganic chemicals (9 metals, NO3)	semi-annual	various
Zinc	semi-annual	200.7
EDB/DBCP	semi-annual	504
Organochlorine pesticides (28 compounds)	semi-annual	508
Semivolatiles (50 compounds)	semi-annual	525.1/525.2
Carbamates (10 compounds)	semi-annual	531.1
Herbicides (17 compounds)	semi-annual	515.1
Glyphosate	semi-annual	547
Dioxin	semi-annual	1613
Endothall	semi-annual	548.1
Diquat	semi-annual	549.1



## ATTACHMENT "B"

### INSURANCE

The CONSULTANT will maintain throughout this AGREEMENT the following insurance:

- (a) Workers' compensation and employer's liability/stopgap insurance as required by the State of Oregon.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to persons or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to persons or damage to property of others arising out of any covered negligent act or omission of the CONSULTANT or any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits.
- (d) Professional liability insurance of \$1,000,000 single occurrence and in the aggregate.
- (e) CITY will be named as an additional insured with respect to CONSULTANT'S liabilities hereunder in insurance coverages identified in Items b and c, and CONSULTANT waives subrogation against CITY as to said policies.
- (f) CONSULTANT shall provide CITY with certificates of insurance showing compliance with these insurance requirements prior to commencing work. This requirements shall continue as policies are renewed or replaced. There shall be thirty (30) days' prior written notice of any policy cancellations and thirty (30) days' notice given of the renewal and/or replacement of existing policies.

**ATTACHMENT "C"**  
**FEES AND PAYMENT**

The fees for services will be based on labor costs plus non-salary expenses. Labor costs shall be reimbursed on the basis of actual salary times a multiplier of 3.24, which includes actual salary, overhead, and profit. Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) printing costs of major reports; and (3) outside services, will be charged at actual cost plus 10% service charge to cover overhead and administration. Associated project costs for the use of personal computers, word processors and associated equipment, networks, telecommunications, miscellaneous reproduction charges, and other services will be charged at the rate of \$7.25 per direct labor hour. Charges for services provided by CONSULTANT'S approved water quality laboratory will be in accordance with the published laboratory fee schedule in effect at the time the services were furnished. The service charge will not be added to laboratory costs.

A report shall accompany each monthly invoice and will provide labor and other direct costs by major project tasks and a workhour breakdown by major project task.

The estimated cost for completion of the complete Scope of Work as described in Attachment "A", Scope of Work, is \$238,025. The estimated costs of each work element in the Scope of Work are given in Exhibit C - 1. CONSULTANT shall not exceed the \$238,025 total estimated cost. Prior to beginning work on any work element or task in the Scope of Work, CONSULTANT shall receive written authorization of Notice-to-Proceed from the CITY. The Scope of Work shall not be modified without the written authorization of the CITY. Upon the written authorization of the CITY, the CONSULTANT may reallocate costs to other work element as long as the total project estimated cost is not exceeded.

EXHIBIT C-1 ESTIMATED COSTS													
WILLAMETTE RIVER WATER TREATMENT PLANT													
CONCEPT DESIGN													
TASK	DESCRIPTION	LABOR HOURS						Total Hours	LABOR COSTS	APC	ODC'S	TOTAL COST	
		Principal	Supervising	Senior	Professional	Designer	Admin						
1	SITE IDENTIFICATION	24						2	26	\$3,188	\$189		\$3,289
2	WATER RIGHTS/ SIZING	44	8	12	48	8		6	118	\$18,688	\$798	\$0	\$11,398
2.1	Water Rights Analysis	16			40			2	58	\$5,188	\$421		\$5,521
2.2	Plant Sizing	20		8				2	38	\$4,848	\$276		\$4,316
2.3	Tech Memo	8		4				2	14	\$1,460	\$102		\$1,562
3	DETAILED SITE ANALYSIS (PER SITE)	56	68	148	48	44		8	364	\$34,788	\$2,639	\$17,888	\$54,339
3.1	Site Survey		4						4	\$428	\$29	\$7,088	\$7,449
3.2	Geotech		4						4	\$428	\$29	\$7,088	\$7,449
3.3	Environmental Analysis			80				2	82	\$7,388	\$595	\$2,888	\$9,895
3.4	Permit Strategy	20		60				2	82	\$8,888	\$595		\$8,595
3.5	Plant Layout	20	40		40	40		2	142	\$13,488	\$1,830	\$1,888	\$15,438
3.6	Tech Memo	16	20		8	4		2	58	\$5,168	\$363		\$5,523
4	PIPELINE ROUTING	34	36	16	68	48		4	198	\$18,378	\$1,436	\$0	\$19,886
4.1	Data Gathering	2			20	4			26	\$2,118	\$189		\$2,299
4.2	Routing Analysis	8			24	16			48	\$4,248	\$348		\$4,588
4.3	Pipeline Concept Design	8	16		16	16			56	\$5,328	\$486		\$5,726
4.4	Permit Strategy			16				2	18	\$1,548	\$131		\$1,671
4.5	Tech Memo	16	20		8	4		2	58	\$5,168	\$363		\$5,523
5	PROCUREMENT/FINANCING	48	8					4	52	\$6,848	\$377	\$1,888	\$7,417
6	ASSISTANCE w/PUBLIC	88	8	48	8	8		28	164	\$16,768	\$1,189	\$1,888	\$18,949
7	PLANNING COORDINATION	64						8	72	\$8,488	\$522		\$8,922
8	IMPLEMENTATION PLAN	24	28	8	48	48		4	136	\$12,748	\$986	\$0	\$13,726
8.1	Cost Estimate	4	20		20	20		2	66	\$6,888	\$479		\$6,479
8.2	Schedule	4	8						12	\$1,348	\$87		\$1,427
8.3	Implementation Plan	16			20	20		2	58	\$5,488	\$421		\$5,821
9	FINAL REPORT	28	16	16	16	16		8	92	\$8,668	\$667	\$5,888	\$14,327
10	RIVER MONITORING	4	16		88			4	112	\$8,988	\$812	\$11,888	\$28,792
11	PROJECT MANAGEMENT	48						24	72	\$7,288	\$522	\$3,888	\$18,722
TOTAL WITH ONE SITE		438	188	224	388	156		92	1398	\$135,558	\$18,136	\$38,888	\$183,686
TOTAL WITH TWO SITES		494	248	364	356	288		188	1762	\$178,258	\$12,775	\$55,888	\$238,825