

**RESOLUTION NO. 1373**

**A RESOLUTION OF THE CITY OF WILSONVILLE EXEMPTING THE CITY FROM COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE CITY ENGINEER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH KCM INCORPORATED TO PROVIDE CERTAIN PROFESSIONAL ENGINEERING SERVICES FOR THE UPDATE OF THE STORM WATER MASTER PLAN.**

WHEREAS, the City of Wilsonville adopted a motion at the regular meeting in June 1996, authorizing and approving budget appropriations for the 1996/97 fiscal year; and

WHEREAS, the approved city budget Capital Projects for 1996/97 contains funds for the update of the Storm Water Master Plan; and

WHEREAS, the city now wishes to proceed with the update of the Storm Water Master Plan and seeks the services of a consulting engineer firm to provide certain professional services for the referenced project; and

WHEREAS, the city solicited proposals to accomplish the professional engineering services for the referenced project; and

WHEREAS, ten submittals were received; and

WHEREAS, four of the ten firms were selected for follow-up interviews; and

WHEREAS, from these four firms in a competitive, selective process based on qualifications, KCM was selected as the firm that was best qualified to provide the certain professional services for the referenced project; and

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

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

WHEREAS, Section 2.312 of the City Code states that the Council is hereby designated as a local Contract Review Board and relative to contract concerns for the city shall have the powers granted to the State Contract Review Board; and

WHEREAS, Section 2.314(1) states, "That all contracts shall be based on certain competitive bid with certain exceptions" which the city interprets to mean public contracts. but in

the event this code section is construed to apply to any contract, the city recites and finds as set forth below; and

WHEREAS, additionally Section 2.314(2) states: "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 of the contract, number of persons available to bid and such other factors that 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 selecting KCM as the best qualified to provide certain professional engineering services; and

WHEREAS, KCM has proposed to accomplish to provide the professional engineering services at a fee not to exceed \$161,345; and

WHEREAS, staff has determined the fees as proposed by KCM, Incorporated, to be fair and reasonable; and

WHEREAS, as authorized at this time, KCM can provide the professional services for the update of the Storm Water Master Plan;

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 the award of contract for professional services for the update of the Storm Water Master Plan from competitive bidding and further concludes this award will not diminish competition or result in increased costs.
2. The City Council serving as a Local Contract Review Board does hereby approve and authorize the city engineer to sign a Professional Services Agreement between the City of Wilsonville and KCM, Incorporated, a copy of which is marked Exhibit A, attached

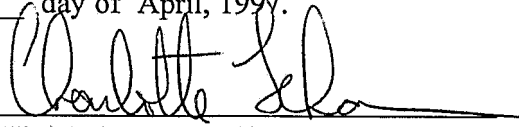
hereto and incorporated herein, to provide the professional services referenced above for the project.

The City Council hereby authorizes the expenditure of funds for this contract not to exceed the budgeted amount from:

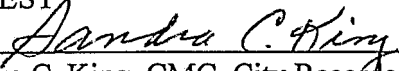
<u>Fiscal Year</u>	<u>Account</u>	<u>Budgeted Amount</u>
1996/97	540-49130-5000-409	\$84,000.00
1997/98	540-49130-5000-409	\$77,000.00 (proposed budget)

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof on April 21, 1997, and filed with the Wilsonville City Recorder this date.

DATED and signed by the Mayor this 22<sup>nd</sup> day of April, 1997.

  
CHARLOTTE LEHAN, Mayor

ATTEST:

  
Sandra C. King, CMC, City Recorder

SUMMARY of votes:

Mayor Lehan	Yes
Councilor MacDonald	Yes
Councilor Luper	Yes
Councilor Helser	Yes
Councilor Barton	Yes

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT**

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 KCM, Inc., hereinafter referred to as "Consultant").

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

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

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

**A. Term**

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

**B. Consultant's Services**

B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.

B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to **third party**: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

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

B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant 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 Exhibit B, which is attached hereto and incorporated herein.

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

**D. Compensation**

D.1 Except as otherwise set forth in this subsection D, City agrees to pay Consultant not more than \$161,345 for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on an hourly basis as shown on the Rate Schedule attached as Exhibit C which is attached hereto and incorporated herein. Compensation shall be only for actual hours worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the amount of hours devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.

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

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

D.4 Except for amounts withheld by City pursuant to this agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.

D.5 City shall be responsible for payment of required fees, payable to governmental agencies including, but not limited to plan checking, land use, zoning and all other similar fees resulting from this project, and not specifically covered by Exhibit A.

D.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.

D.7 In the event Consultant's responsibilities as described on Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

**E. City's Project Manager**

City's Project Manager is Mike A. Stone. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

**F. Consultant's Project Manager**

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

**G. Project Information**

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

**H. Duty to Inform**

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

**I. Consultant is Independent Contractor**

I.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under paragraph D of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City.

Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.

I.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on

Exhibit A and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.

- I.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section I.
- I.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.
- I.5 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- I.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I.7 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.

- I.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

## J. Indemnity and Insurance

- J.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto only and shall hold City harmless from and indemnify City of any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement or from Consultant's failure to perform its responsibilities as set forth in this agreement. The review, approval or acceptance by City, its Project Manager or City of Wilsonville employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from any and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section J.2.3. The provisions of this section shall survive termination of this Agreement. City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting or allegedly resulting from City's negligent acts, omissions or from its willful misconduct as governed by ORS Chapter 30.
- J.2 Insurance Requirements and Consultant's Standard of Care.
- J.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or 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. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may; treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.

J.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:

J.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.

J.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limits.

J.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

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

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

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

**K. Early Termination**

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

K.1.1 By mutual written consent of the parties;

K.1.2 By City for any reason within its sole discretion, effective upon 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 final documents, drawings, tracings, surveying records, mylars, papers, field reports, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing the Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.
- B. Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by City or their designees, of all work performed by Consultant pursuant to this contract without the express written permission of the Consultant.
- C. City agrees it will indemnify and hold Consultant harmless for all losses or damages that may arise out of the reuse of specific engineering designs incorporated into extensions, enlargements or other projects, without the express written permission of the Consultant.

**P. Law of Oregon**

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279 to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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

**Q. Adherence to Law**

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

**R. Modification**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

**S. Other Conditions**

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

S.1.1 Subsurface Investigations. In soils, foundation, ground water, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because

of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the **Consultant**.

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

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

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

#### **T. Integration**

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

#### **U. Miscellaneous / General**

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

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

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this 21<sup>st</sup> day of APRIL, 1997

CONSULTANT:

KCM, Inc.  
Name of Firm

By Jerry D. Minor  
Typed or  
Printed Name: JERRY D. MINOR  
Title: OREGON OPERATIONS MANAGER

Mailing  
Address: 7080 SW Fir Loop  
PORTLAND OR 97223

Employer I.D. No. 910888400

CITY OF WILSONVILLE:

By Michael A. Stone  
Michael A. Stone  
City Engineer

Attest:  
Sandra C. King  
Sandra C. King  
City Recorder

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

Approved as to form:  
Michael E. Kohlhoff  
Michael E. Kohlhoff  
City Attorney

## ATTACHMENT "A" - SCOPE OF WORK

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The following tasks outline our approach and scope of work to complete the City of Wilsonville Storm Water Master Plan. Please note that project phases and tasks have been identified in the attached schedule and cost breakdown.

### **TASK 1 - PROJECT MANAGEMENT**

**Objective:** The objective of the Project Management task is to see that the City of Wilsonville's goals on the project are met with respect to budget, schedule and final product.

#### **Subtask 1.1 - Project Start-Up**

This subtask provides for project planning which sets forth goals and milestones to be accomplished during the course of the project, and is reviewed with City of Wilsonville staff at a start-up meeting, allowing the City's input into the project from the on-set. Using the project plan as a guideline assures that the project is completed on-time and within budget.

#### **Subtask 1.2 - Progress Reports and Billings**

This subtask includes a monthly progress report accompanying each billing. The billing will show amount remaining and percent of work to be completed.

#### **Subtask 1.3 - Progress /Work Meetings**

This subtask includes progress meetings to incorporate input into the master planning process. At selected meetings, representatives from other City departments and other interested parties could be invited to attend in order to better address City, agency and other public concerns.

#### **Subtask 1.4 - Subconsultant Coordination**

This subtask includes coordination with all subconsultants.

#### **Subtask 1.5 - Quality Assurance/Quality Control (QA/QC)**

This subtask includes independent review by a senior engineer separate from the project staff. This review will check for contract compliance, product narrative, readability and graphic quality.

**End Product:** End products include the project plan, monthly progress reports, and summaries for the start up meeting and each progress meeting.

## TASK 2 - DATA COLLECTION/BASIN CHARACTERISTICS

**Objective:** The objective of this task is to acquire and review the necessary data and information to prepare a hydrology/hydraulic model, prepare water quality analysis, review design standards, and complete the following tasks.

### Subtask 2.1 - Data Collection

KCM will acquire the drainage system, land use, hydrologic and water quality data necessary to meet the task objective. Data previously generated for the NPDES project will be utilized to the extent possible. This information will be verified and supplemented with survey data (subtask 2.3) to ascertain channel, pipe and control structure geometry and slopes. Available water quality data for the area will be utilized to supplement existing NPDES permit monitoring data. KCM will collect existing data pertinent to the project within the Wilsonville Urban Growth Boundary(UGB). This information includes but is not limited to:

- o City of Wilsonville, Public Works Department, Environmental Services Division, Storm Water Management, Annual Report, December 1996
- o City of Wilsonville, Public Works Department, Environmental Services Division, Storm Water Management, Annual Report (Volume I), December 1995 thru June 1996, August 1996
- o City of Wilsonville, Wastewater Facility Plan, April 1995
- o City of Wilsonville, Wastewater Collection System Master Plan
- o City of Wilsonville, Zoning Code, Revised 1/95
- o City of Wilsonville, Part 2 Municipal NPDES Storm Water Permit Application, May 1993
- o City of Wilsonville, Natural Areas Inventory Summary, Wetlands and Wildlife, 1993 (DRAFT/UNADOPTED)
- o Mentor Graphics Corporation, Wilsonville Campus, Hydrology Study and Storm Water Management Plan, May 1989
- o City of Wilsonville, Public Works Standards, 1987
- o City of Wilsonville, Flood Insurance Study, February 19, 1987
- o City of Wilsonville, Storm Water Management Master Plan, 1981
- o City of Wilsonville, Comprehensive Plan, 1980
  
- o Storm water system mapping and as-built drawings
- o Land Use/Zoning Map(s)
- o Available Aerial Photography
- o *Aerial Photography, Spencer Gross, Spring 1997*
  
- o National Urban Runoff Program (NURP)
- o Bellevue Urban Runoff Program
- o City of Portland Monitoring Data (where applicable)
- o Unified Sewerage Agency Monitoring Data (where applicable)



**Subtask 2.2 - System Inventory**

KCM will complete a storm system inventory including pipes, ditches and culverts, for the Wilsonville study area. The inventory will be developed from existing data described in Subtask 2.1 as well as information described in Subtask 2.3.

The inventory will consist of both a GIS compatible map and a spreadsheet database which identifies constructed conveyance elements within the system, natural channel cross-section information, any significant detention/retention stormwater storage facilities, and areas designated as wetlands.

**Subtask 2.3 - Field Reconnaissance/Field Survey**

The KCM project team will conduct a field reconnaissance to determine the extent of information which has changed or was not included with other data sources described in Subtask 2.1. Also, the field reconnaissance will identify drainage, erosion, sedimentation and pollution problems within the study area. The detailed field survey will be used to verify longitudinal slopes of channels and pipes as necessary for modeling purposes, in addition to providing the necessary data to provide a preliminary alignment for any proposed pipe systems. Channel control sections and culvert diameters will be field measured with a level and tape. Data will be provided in a database usable in GIS format.

**Subtask 2.4 - Interview Operations and Maintenance Personnel**

KCM will interview operations and maintenance personnel and Oregon Department of Transportation, to determine the magnitude and extent of drainage, erosion, sedimentation and pollution problems within the study area. Also, maintenance practices, procedures and frequencies will be reviewed for input into later tasks.

**Subtask 2.5 - Interview Property Owners**

KCM will coordinate with City of Wilsonville staff to obtain property owner information related to severity and relative priority of drainage, erosion, sedimentation and pollution problems that are currently being experienced by property owners within the study area. This could be accomplished through a mail-out questionnaire.

**Subtask 2.6 - Review Existing Design Standards and Policies**

Existing design standards and policies will be reviewed to ensure that proposed projects meet existing standards and if policy can be used to accomplish the goals of the City on this project. Standards will be reviewed with particular respect to on-site stormwater detention and dry wells.

**End Product:** Products resulting from this task include a spreadsheet inventory of stormwater channels and pipes identifying location, size, geometry, headwater depth and capacity. In addition, a GIS compatible base map of the basin would be produced with the location of pipes, channels, culverts and problem areas identified.

### TASK 3 - IDENTIFY SENSITIVE LANDS AND PROBLEM AREAS

**Objective:** The objective of this task is to locate areas which may pose constraints for development, and constraints or opportunities for storm/surface water control facilities.

#### Subtask 3.1 - Identify Sensitive Lands

KCM will coordinate with City of Wilsonville staff to prepare a sensitive lands inventory. Sensitive lands could include but not be limited to steep slopes, geologic hazards, flood plain areas and wetlands.

#### Subtask 3.2 - Identify Problem Areas

KCM, in conjunction with City of Wilsonville staff input, will also develop an inventory of known problem areas. These problems could be related to flooding, drainage, erosion control, sedimentation, and water quality.

**End Product:** Inventory and map of sensitive land areas and current problem areas.

### TASK 4 - HYDROLOGIC/HYDRAULIC EVALUATION

**Objective:** The objective of the hydrologic/hydraulic evaluation is to estimate existing and future stormwater flows and volumes for various recurrence interval storms and at various locations in the basin.

#### Subtask 4.1 - Review and Verify Computer Model

KCM will review, verify, then utilize the Hydrographics model generated in earlier tasks, as the basis for the hydrologic/hydraulic model. The model will be reviewed with respect to input data and updated to include development and other changes which have occurred in the Wilsonville study area, based upon information gathered in Task 2. Flow verification/calibration will be performed by checking unit peak flows with both published flow data and regression relationships published by the U.S. Geological Survey (USGS).

#### Subtask 4.2 - Determine Existing Conditions

Utilizing the previously updated model, KCM will evaluate the existing storm drainage system under existing land use conditions. The model will be run for 2-, 5-, 10-, 25-, 50-, and 100-year storm events. Flows for each of the events will be tabulated according to location. Locations of insufficient hydraulic capacity will be identified and characterized according to problem severity.

#### Subtask 4.3 - Determine Future Conditions

KCM will then modify the model to include future land use conditions (*according to comprehensive land use/zoning*) and rerun the model for the storm events previously indicated to evaluate the existing system under land use.

**End Product:** Products resulting from this task include a the existing and future conditions Hydrographics models which will be provided to the City of Wilsonville on disk format.

**TASK 5 - STORMWATER POLLUTANT LOADING ANALYSIS**

**Objective:** The objective of this task is to identify and evaluate the characteristics of pollutant loading within the basins. This information will then be used to develop pollutant reduction strategies.

**Subtask 5.1 - Develop Unit Pollutant Loadings**

Collect literature values for loading estimates

KCM will begin with data and analysis from the Nonpoint Source Plan (NPS), National Urban Runoff Program (NURP), City of Portland Monitoring Data, Bellevue Urban Runoff Program, Unified Sewerage Agency Monitoring Data and other available data from the area. From this data unit loadings for pollutants of interest will be determined for various land uses.

**Subtask 5.2 - Estimate Existing Loadings**

KCM will develop a land use spreadsheet and estimate existing loadings by applying the unit loadings to the various land use categories. Water chemistry and discharge data assembled under previous subtasks will be used for pollutant loading estimates.

**Subtask 5.3 - Estimate Future Loadings**

Future loadings will be estimated by modifying the existing land use spreadsheet to include future land use based on the comprehensive land use plan.

**End Product:** The end product of this task will include existing and future loading estimates for pollutants of interest, presented according to location in the basin, and identification of current and potential future water quality problem locations.

**TASK 6 - DEVELOP AND EVALUATE IMPROVEMENT ALTERNATIVES**

**Objective:** The objective of this task is to identify and evaluate improvement projects within the basins which provide the appropriate level of protection against stormwater flooding, reduce pollutant loadings to an acceptable level, and are acceptable from a regulatory perspective.

**Subtask 6.1 - Evaluate Drainage Alternatives**

Once the existing and future conditions have been analyzed, KCM will identify alternatives to remedy existing problems and provide stormwater facilities for future land use conditions.

**Subtask 6.2 - Evaluate Pollutant Reduction Alternatives**

KCM will identify alternatives, both passive and active treatment alternatives, to address stormwater quality objectives. These alternatives could include large treatment facilities lower in the basin or several smaller facilities located to address specific problem areas within the basin, and source controls for industries.

**End Product:** The end product of this task will be a system of recommended improvements.

## TASK 7 - CAPITAL IMPROVEMENTS PROGRAM

**Objective:** The objective of this task is to estimate costs for the recommended improvement projects prioritize the improvements and develop an implementation schedule which allows the City of Wilsonville to budget and plan for construction.

### Subtask 7.1 - Develop Cost Estimates

KCM will prepare cost estimates for projects identified within the recommended drainage plan. In addition, KCM will identify projects and costs needed for existing conditions versus future development in order to support systems development charges.

### Subtask 7.2 - Prioritize Capital Improvement Projects

The individual improvement projects will be prioritized according to criteria set forth by KCM and agreed upon by City of Wilsonville staff, with public input as per Task 9. Prioritization criteria will include, but not be limited to, severity of existing drainage/erosion/pollution problem, project cost, cost impact, and phasing issues (*downstream vs. upstream*).

### Subtask 7.3 - Develop Implementation Schedule

Once the improvement projects have been prioritized, KCM will prepare an implementation schedule in a form suitable for use on City of Wilsonville computers. The implementation schedule will be developed to be compatible with priority ratings previously identified and with anticipated funding levels.

**End Product:** The end product of this task will be itemized cost estimates for recommended improvements and an implementation schedule. The implementation schedule will be presented on a spreadsheet table and/or bar chart combination.

**TASK 8 - FINANCIAL PLAN (OPTIONAL TASK)**

*Objective: The objective of this planning level task is to develop a predictable and equitable means of long-term funding for storm water improvements in Wilsonville.*

**Subtask 8.1 - Funding Options Analysis**

*KCM will prepare an analysis describing (revenue capacity, application restrictions) the storm water funding options available to Wilsonville including storm water service charges, system development charges (SDC), fee-in-lieu of on-site detention/retention, plan review and inspection fees, and debt financing.*

**Subtask 8.2 - Funding Alternatives Workshop**

*KCM will conduct a two-hour workshop with the City to review the storm water funding options, establish evaluation criteria, evaluate alternative funding approaches and determine an acceptable funding mix for storm water management.*

**Subtask 8.3 - Evaluate Rate Bases**

*KCM will review the storm water "utility" rate bases available to the City of Wilsonville (consistent with the "Roseburg" Supreme Court decision) and document the advantages/disadvantages each affords regarding implementation timing, start-up costs, equity, revenue capacity.*

**Subtask 8.4 - Cost of Service Analysis**

*Utilizing City provided information/data and results of the technical analysis, KCM will prepare a planning level analysis which consolidates the anticipated program expenditures under headings which may include:*

**Operations & Maintenance**

- *System maintenance*
- *Minor system improvements/remedial maintenance*
- *Water quality management*
- *System inventory*
- *Complaint response*
- *Enforcement*
- *Plan review and field inspection*

**Capital**

- *Long term capital improvement program*
- *Basin planning*

**Storm water Utility Implementation**

- *Start-up/on-going costs*
- *Billing system design and maintenance*
- *Measurement/calculation of service charges*
- *Update of customer account database*

**Subtask 8.5 - SDC Analysis**

Based on available data pertaining to existing system costs and the anticipated costs of future improvements, KCM will prepare an analysis of system development charges (SDC) as they apply to the reimbursement and expanded capacity elements.

**Subtask 8.6 - Review SDC Applicability**

KCM will review with the City, the cost data status; legal defensibility (ORS 223); and ranges of charges that could be applied within Wilsonville for the reimbursement and expansion elements of the SDC.

**Subtask 8.7 - Draft SDC Ordinance**

KCM will prepare draft ordinance revisions for the storm water SDC in Wilsonville that delineates the cost elements and how they would be applied to new development.

**Subtask 8.8 - Develop CIP Cost Estimate**

KCM will provide estimates of the cost ranges associated with impacts including staffing requirements for storm water operations, non-point source monitoring and permitting requirements under NPDES.

**Subtask 8.9 - Test Rate Impacts**

KCM will develop a Lotus-based computer spreadsheet to test the relative funding/rate impacts (total revenue, allocation to customer classes) of the proposed funding structures.

**Subtask 8.10 - Stormwater Utility Rate Analysis**

KCM will prepare a storm water utility rate analysis and overall funding mix which supports the storm water management program at the level of service identified by the City.

**Subtask 8.11 - Draft Utility Ordinance**

KCM will prepare draft ordinance revisions for a) the storm water utility and rate structure (if approved by the City) and b) the system and structure of storm water SDC's. These draft ordinance revisions will be reviewed with the City's attorney and bond counsel.

**End Product:**

- a) A technical memorandum describing the individual funding options, their characteristics and application to Wilsonville's storm water program.
- b) A two-hour workshop on storm water financing and a written summary of the comments provided by participants at the workshop.
- c) A documented estimate of the likely ranges of revenue resulting from the alternative storm water utility rate bases found to be most viable by the City.
- d) A documented analysis incorporating the line items listed in task 8.4 under the general headings of staffing, equipment and materials. This analysis will estimate these costs over a three year planning period.
- e) Draft language for two ordinance revisions for the SDC and, if approved by the City, the storm water utility. These drafts will be reviewed with the City's attorney and bond counsel.

## TASK 9 - PUBLIC INVOLVEMENT

**Objective:** The objective of this task is to involve the public in the stormwater facility planning process in order to identify citizen concerns and gain public acceptance of the capital improvement program.

### Subtask 9.1 - Public Meetings

KCM will assist City of Wilsonville staff in two meetings with the public. The first meeting will be held to provide a project overview and seek input on existing issues and problems. The second meeting will be held to present alternative solutions in draft form prior to developing a preferred or recommended plan. KCM will provide presentation materials, present information, and answer questions as appropriate. Up to two KCM staff members will attend. City of Wilsonville staff will coordinate meeting times, locations and attendance.

### Subtask 9.2 - Public Workshop

KCM will assist the City of Wilsonville in a public workshop meeting. The meeting will be held to provide a project summary at the DRAFT stage and seek input on remaining issues for completion. KCM will provide presentation materials, present information, and answer questions as appropriate.

**End Product:** KCM will provide meeting summaries to the City of Wilsonville.

## TASK 10 - MASTER PLAN DOCUMENTS

**Objective:** The objective of this task is to provide a written documentation of previous tasks performed which will serve as a planning document for future stormwater improvements.

### Subtask 10.1 - Draft Outline

KCM will prepare a draft comprehensive outline of the master plan document which will detail a table of contents, list of figures, list of tables and appendices for City of Wilsonville staff review. Issues such as content of text, presentation format, graphics scale and color will be resolved prior to production of the draft plan.

### Subtask 10.2 - Draft Plan

Upon agreement of the draft comprehensive outline described in Task 9.1, KCM will prepare ten copies of the Draft Storm Water Master Plan for and submit for review by City of Wilsonville staff. The draft plan will include description of the planning process, technical analysis, costs and results from previous tasks supported by necessary figures and tables.

### Subtask 10.3 - Final Plan

Upon receipt of City of Wilsonville review comments, KCM will prepare 40 copies of the Final Storm Water Master Plan including an Executive Summary. Also, KCM will provide reproducible originals for both the Final Plan and Executive Summary.

**End Product:** The end product of this task will be a final bound document, which summarizes analysis and findings, and incorporates results in a final Storm Water Master Plan.

KCM - Estimate of Professional Services  
 City of Wilsonville - Stormwater Master Plan

No. : 9740007  
 Date: 14-Apr-97

Description	Project Manager	Project Leader	Professional Staff	Technical Staff	Clerical Staff	KCM Cost by Task	ACSP	CES	M Faha	D Young	SPA /
							Survey	Environmental	Land- scape	Hydra- graphics	FCS Financial
<b>Task 1 Project Management</b>											
1.1 Project Startup	12	12			4	\$2,298			5413		
1.2 Progress Reports / Billings		12			12	\$1,524					
1.3 Progress / Work Meetings (8)	16	16			12	\$3,364					
1.4 Subconsultant Coordination						\$0					
1.5 Quality Assurance QA/QC	16	8			8	\$2,536					
Subtotal Task 1	44	48	0	0	36	\$9,712	\$0	\$0	\$413	\$0	\$0
<b>Task 2 Data Collection</b>											
2.1 Data Collection		4	16	12		\$2,100		\$895			
2.2 System Inventory		4	24	24		\$3,320		\$2,928			
2.3 Field Reconnaissance / Survey		4	40	32		\$4,880	\$1,760	\$2,178			
2.4 Interview O&M Personnel		4	16			\$1,440					
2.5 Interview Property Owners		4	8			\$880					
2.6 Review Ex Design Sds and Policies	4	8	12			\$1,860			\$825		
Subtotal Task 2	4	28	116	68	0	\$14,480	\$1,760	\$6,002	\$825	\$0	\$0
<b>Task 3 Sensitive Lands</b>											
3.1 Identify Sensitive Lands						\$0		\$2,446			
3.2 Identify Problem Areas						\$0		\$2,446	\$825		
Subtotal Task 3	0	0	0	0	0	\$0	\$0	\$4,893	\$825	\$0	\$0
<b>Task 4 Hydrologic/Hydraulic Evaluation</b>											
4.1 Review / Verify Computer Model		20	30			\$7,200					
4.2 Determine Existing Conditions	2	20	72		2	\$6,924				\$2,475	
4.3 Determine Future Conditions	2	12	48		4	\$4,698				\$2,475	
Subtotal Task 4	4	52	200	0	6	\$18,822	\$0	\$0	\$0	\$4,950	\$0
<b>Task 5 Stormwater Pollutant Loading Analysis</b>											
5.1 Develop Nut Pollutant Loadings						\$0					
Literature Values	2	8	16		2	\$2,044					
5.2 Estimate Existing Loadings	2	8	24		2	\$2,604					
5.3 Estimate Future Loadings	2	4	24		2	\$2,234					
Subtotal Task 5	6	20	64	0	6	\$6,932	\$0	\$0	\$0	\$0	\$0
<b>Task 6 Evaluate Alternatives</b>											
6.1 Evaluate Drainage Alternatives	2	12	54		4	\$5,818				\$1,320	
6.2 Evaluate Pollutant Reduction Altern.	2	8	32		4	\$3,258		\$3,452	\$2,063		
Subtotal Task 6	4	20	96	0	8	\$9,076	\$0	\$3,452	\$2,063	\$1,320	\$0
<b>Task 7 Capital Improvement Program</b>											
7.1 Develop Cost Estimates	2	12	38		4	\$7,498			\$825		
7.2 Prioritize Improvement Projects	2	4	20		4	\$2,098					
7.3 Develop Implementation Schedule	2	4	20	4	4	\$2,318					
Subtotal Task 7	6	20	128	4	12	\$11,914	\$0	\$0	\$825	\$0	\$0
<b>Task 8 Financial Plan (OPTIONAL)</b>											
Subtotal Task 8	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Task 9 Public Education</b>											
9.1 Public Meetings (12)	12	12		8	4	\$2,728			\$1,650		
9.2 Public Workshop	8	8		4	2	\$1,714					
Subtotal Task 9	20	20	0	12	6	\$4,442	\$0	\$0	\$1,650	\$0	\$0
<b>Task 10 Master Plan Documents</b>											
10.1 Draft Outline	2	4	8		2	\$1,164					
10.2 Draft Plan	10	48	72	60	40	\$15,010			\$1,650		
10.3 Final Plan	4	16	12	12	10	\$3,630					
Subtotal Task 10	16	68	92	72	52	\$19,804	\$0	\$0	\$1,650	\$0	\$0
<b>Total Hours</b>	104	276	696	156	126	\$95,182	\$1,760	\$14,346	\$8,250	\$6,270	\$0
<b>Hourly Rate (J.J. Multiplier)**</b>	\$95	\$80	\$70	\$55	\$47						
<b>Subtotal</b>	\$9,880	\$22,080	\$48,720	\$8,580	\$5,922						
<b>Total Wages (Including Overhead &amp; Professional Fee)</b>						\$95,182					
<b>KCM Printing and Publications**</b>						\$2,640					
<b>KCM Travel**</b>						\$309					
<b>KCM Other Expenses (Computer, Telephone, Xerox, Misc.)**</b>						\$6,794					
<b>Subconsultant Costs including 10% markup:</b>						\$30,626					
<b>Subtotal Costs (Tasks 1-7, 9-10) (Optional Task 8 next page)</b>						\$135,461					
<b>Contingency</b>						\$10,000					
<b>Total Cost</b>						\$145,461					

\* Where hourly rates serve as the basis for fee, they shall be subject to change annually to reflect changes in KCM salary levels

\*\* Fee estimate also based upon attached "DEFINITIONS"

\*\* Direct job expenses include 10% markup



KCM - Estimate of Professional Services  
 City of Wilsonville - Stormwater Master Plan

No. : 9740007  
 Date : 14-Apr-97

Description (OPTIONAL TASKS):	Project Manager	Project Leader	Professional Staff	Technical Staff	Clerical Staff	KCM Cost by Task	ACSP	CES	M Faha	D Young	SPA /
							Survey	Environmental	Land-scape	Hydra-graphics	FCS Financial
<b>Task 8 Financial Plan</b>											
8.1 Funding Options Analysis						\$0					\$627
8.2 Funding Alternatives Workshop						\$0					\$1,254
8.3 Evaluate Rate Bases						\$0					\$627
8.4 Cost of Service Analysis						\$0					\$2,090
8.5 SDC Analysis						\$0					\$2,926
8.6 Review SDC Applicability						\$0					\$627
8.7 Draft SDC Ordinance						\$0					\$627
8.8 Develop CIP Cost Estimate						\$0					\$418
8.9 Test Rate Impacts						\$0					\$2,926
8.10 Utility Rate Analysis						\$0					\$2,508
8.11 Draft Utility Ordinance						\$0					\$1,254
Subtotal Task 8	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$15,884
Total Hours	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$15,884
Hourly Rate (3.1 Multiplier)**	\$95	\$80	\$70	\$55	\$47						
Subtotal	\$0	\$0	\$0	\$0	\$0						
Total Wages (Including Overhead & Professional Fee)						\$0					
Multiplier * TDJW	1.0				50						
KCM Printing and Publications**						\$0					
KCM Travel**						\$0					
KCM Other Expenses (Computer, Telephone, Xerox, Misc., Lab.)**						\$0					
Subconsultant Costs including 10% markup:						\$15,884					
Task 8 Financial						\$15,884					
Contingency						\$0					
Total Cost						\$15,884					

\* Where hourly rates serve as the basis for fee, they shall be subject to change annually to reflect changes in KCM salary levels

\*\* Fee estimate also based upon attached "DEFINITIONS"

\*\*Direct job expenses include 10% markup

## DEFINITIONS

"KCM Costs" are defined as "direct job wages" plus "wage overhead" plus "reimbursable expenses" and "subconsultant expenses" plus "reimbursable expense factor."

"Direct Job Wages" are actual hourly rates of individuals, subject to change to reflect adjustments in KCM salary levels.

"Wage Overhead" is an amount which takes into account KCM's operating overhead for general and administrative salaries and wages and for KCM's general fringe benefits such as holidays, vacation, sick leave, individual insurance, and bonuses.

"Reimbursable Expenses" include but are not limited to:

1. **Air Fare Expenses** — Cost of ticket and travel to and from airport by public conveyances.
2. **Auto Lease Expenses** — Basic charge, gas, oil, repairs, and insurance.
3. **KCM Auto Expenses** — Cost of using KCM-owned vehicles (\$0.31/mile).
4. **Employee Auto Rental** — Rate paid to employees for using their personal autos on company business (\$0.31/mile).
5. **Boat Expenses** — Cost of using KCM-owned or leased boats at a fair commercial rate/hour.
6. **Meal Expenses** — "Out-of-pocket" cost to employees while away from office on business.
7. **Lodging Expenses** — "Out-of-pocket" cost to employees while away from office on business.
8. **Equipment Expenses** — Cost of KCM-owned, rental, or lease of special equipment required to perform work.
9. **Lab Fee Expenses** — Cost of consumable laboratory supplies and lab use.
10. **Computer Expenses** — Cost for the use of outside computer hardware or software as invoiced to KCM for specific project. Internal computer rates are based on disc storage, CPU, and terminal connect time used in conjunction with technical programs and word processing.

KCM rates are established as:

— Outside computer hardware and software at invoiced cost to KCM.

— Internal rates:

- Interpro 2430— — \$12.00/hour
- Production CAD Stations — \$12.00/hour
- Engineering and Publishing — \$ 8.00/Hour
- All Other Microcomputers — \$ 4.00/hour
- Printing: Charges for printing of black and white single-copy output are included in the above processing charges. Plotting and color printing are charged separately. Multiple-copy printing is \$0.10 per additional page.

These time charges for equipment will be documented on KCM time sheets to the nearest 0.5 hour in the appropriate category.

11. **Reproduction Expenses** — Commercial and "in-office" printing, binding, and reproduction of reports and construction documents at invoice amount or a fair commercial rate.
12. **Telephone Expenses** — Long distance telephone and other communication expenses specifically related to a project.
13. **Miscellaneous Expenses** — Direct job expenses and costs not defined in categories 1 through 14, such as special licenses, additional "out-of-pocket" employee traveling costs, etc.

"Subconsultant Expenses" represent the cost of outside subconsultant technical services and expenses. They include but are not limited to:

- Foundation and geological consultants
- Technical consultants (electrical)
- Other special technical engineers working outside of the engineer's office except those engineers paid directly by the owner
- Foundation borings and testing
- Laboratory tests
- Property, location, or base map surveys
- Aerial photography and preparation of topographic maps

"Reimbursable Expense Factor" is an amount which takes into account KCM activities related to specific reimbursable expenses; e.g., excise tax, liability insurance, and special added administrative costs and fees not related to KCM wages, and as indicated in the Professional Services Agreement and/or Estimate of Professional Services.

**EXHIBIT "B"**

**ITEMS TO BE PROVIDED BY THE CITY OF WILSONVILLE**

1. Record drawings of existing improvements where available.
2. Coordination and correspondence with other agencies as mutually agreed between the City of Wilsonville and KCM, Inc.
3. Assemble data preparation of record drawings by KCM, Inc.

**EXHIBIT "C"**

**HOURLY RATE SCHEDULE \***

<b>Professional Staff</b>	
Jerry Minor, P.E.	\$125.00
Robert Reitmajer, P.E.	\$107.00
Phil Roppo, P.E.	\$103.00
Brad Moore, P.E.	\$98.00
Alan Peck, P.E.	\$98.00
Mort Thomas, P.E.	\$97.00
D.J. Heffeman	\$97.00
Ron Bush, P.E.	\$94.00
Mark Reiser	\$92.00
Steve Kraushaar, P.E.	\$92.00
Kevin France, P.E.	\$88.00
Gordon Munro, P.E.	\$87.00
Jim Harper, P.E.	\$83.00
Michael Britch, P.E.	\$70.00
Mena Lockwood	\$68.00
Catherine Buckley	\$56.00
<b>Technical Staff</b>	
Greg Dutson	\$64.00
Stan Lasselle	\$60.00
Darren Meyer	\$51.00
Bill Long	\$45.00
<b>Administrative Staff</b>	
Becky McCloskey	\$57.00
Michelle Flury	\$40.00
Dollie Wagoner	\$29.00

**\* Reimbursable Expenses "include but are not limited to:**

KCM Auto Expenses -Cost of using KCM-owned vehicles (\$0.31/mile).

Employee Auto Rental - Rate paid to employees for using their personal autos on company business(\$0.31/mile).

Computer Expenses - Cost for the use of outside computer hardware or software as invoiced to KCM for specific project. Internal computer rates are based on disc storage, CPU, and terminal connect time used in conjunction with technical programs and word processing.

KCM rates are established as:

- Outside computer hardware and software at invoice cost to KCM.

- Internal rates:

Interpro 2430 \$12.00/hour

Production CAD Stations \$12.00/hour

Engineering and Publishing \$ 8.00/hour

All Other Microcomputers \$ 4.00/hour

Printing: Charges for printing of black and white single-copy output are included in the above processing charges. Plotting and color printing are charged separately. Multiple-copy printing is \$0.10 per additional page.

Reproduction Expenses-Commercial and "in-office" printing, binding, and reproduction of reports and construction documents at invoice amount or a fair commercial rate.

\*Where hourly rates serve as a basis for fee, they shall be subject to change annually to reflect changes in KCM salary levels.

Updated Storm Water Master Plan