

**RESOLUTION NO. 2798**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE WASTEWATER TREATMENT PLANT MASTER PLAN PROJECT (CAPITAL IMPROVEMENT PROJECT #2104).**

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #2104, known as the Wastewater Treatment Plant Master Plan project (the Project); and

WHEREAS, the City solicited proposals from qualified consulting firms for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Carollo Engineers submitted a proposal on January 16, 2020 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Carollo Engineers has provided a responsive and responsible proposal for engineering consulting services.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Carollo Engineers for a not-to-exceed amount of \$411,534, which is substantially similar to **Exhibit A** attached hereto.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4<sup>th</sup> day of May, 2020, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
*Tim Knapp*  
C2B6698B3949461

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Tim Knapp, Mayor

ATTEST:

DocuSigned by:  
*Kimberly Veliz*  
E781DE10276B498

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Kimberly Veliz, City Recorder,

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBIT:

A. Wastewater Treatment Plant Master Plan Professional Services Agreement

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT (CIP #2104)**

This Professional Services Agreement (“Agreement”) for the Wastewater Treatment Plant (“WWTP”) Master Plan Project (“Project”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Carollo Engineers, Inc.**, a Delaware corporation (hereinafter referred to as “Consultant”).

**RECITALS**

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

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Work**

Consultant shall diligently perform the update of the 2004 WWTP Facility Plan according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

**Section 2. Term**

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

**Section 3. Consultant’s Services**

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given

verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

#### **Section 4. Compensation**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant the fixed price of FOUR HUNDRED ELEVEN THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS (\$411,534) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 17**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges,

licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

## **Section 5. City's Rights and Responsibilities**

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 15**.

## **Section 6. City's Project Manager**

The City's Project Manager is Mike Nacrelli. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

## **Section 7. Consultant's Project Manager**

Consultant's Project Manager is Dan Laffitte. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

## **Section 8. Project Information**

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those 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 newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

## **Section 9. 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 Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall

give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the 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 the City's rights.

## **Section 10. Subcontractors and Assignments**

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. The City hereby agrees that Consultant will contract with West Yost to provide its regulatory analysis; Penny Carlo to provide her industrial pretreatment analysis; and Northwest Geotechnical Consultants to provide its seismic resilience analysis services, which are critical parts of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

10.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

## **Section 11. Consultant Is Independent Contractor**

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

11.2. Consultant has requested that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant

acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

## **Section 12. Consultant Responsibilities**

12.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings 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 defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, 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. References to "subcontractor" mean a subcontractor at any tier.

## **Section 13. Indemnity**

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from

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 or reckless misconduct 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 the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

13.2. Standard of Care. In the performance of the Services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the 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 of this Agreement and within the prescribed timeframe.

## **Section 14. Insurance**

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

14.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The



coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

14.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of the Contract.

14.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

14.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

14.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory.

Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

14.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days’ prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

14.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

## **Section 15. Early Termination; Default**

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

15.1.1. By mutual written consent of the parties;

15.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

15.1.3. By Consultant, effective upon seven (7) days’ prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the 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, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant

with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

15.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, 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 the City under this Agreement.

15.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 19**, for which Consultant has received payment or the City has made payment.

## **Section 16. Suspension of Services**

The City may suspend, delay, or interrupt all or any part of the Services 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 Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

## **Section 17. Modification/Addendum**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement 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, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase

or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

### **Section 18. Access to Records**

The 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 during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

### **Section 19. Property of the City**

19.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and inspection reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Consultant will provide editable draft(s) of the WWTP Master Plan to the City for review as provided in the Scope of Work. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

19.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

### **Section 20. Notices**

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville  
Attn: Mike Nacrelli, Civil Engineer  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Consultant: Carollo Engineers, Inc.  
Attn: Dan Laffitte  
707 SW Washington Street, Suite 500  
Portland, OR 97205

### **Section 21. Miscellaneous Provisions**

21.1. Integration. This Agreement, including all exhibits attached hereto, 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.

21.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

21.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

21.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), 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 that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

21.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules 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.

21.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

21.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

21.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

21.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

21.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

21.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

21.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

21.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

21.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

21.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

21.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

21.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

21.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

21.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

21.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

**CONSULTANT:**

**CITY:**

CAROLLO ENGINEERS, INC.

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, Asst. City Attorney  
City of Wilsonville, Oregon

**EXHIBIT A**  
**SCOPE OF WORK**

**ENGINEERING SERVICES FOR CITY OF WILSONVILLE**  
**WASTEWATER TREATMENT PLANT MASTER PLAN**

**INTRODUCTION**

The new City of Wilsonville Wastewater Treatment Plant (WWTP) Master Plan (Master Plan) will be developed to satisfy requirements associated with the DEQ guidance document entitled "Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities." The table of contents for the Master Plan is included as page 12 in this Scope of Work. To accommodate future flows and loads, projections must be developed based on population projections and referencing WWTP historical data and State of Oregon Department of Environmental Quality (DEQ) wet weather project methodologies. Similarly, to accommodate future water quality regulations, the master plan must be adaptive and consider potential future regulatory changes.

**BACKGROUND**

The City's existing sanitary wastewater collection system collects wastewater from residences, businesses, industries, and public facilities and conveys the flow to the City's WWTP. The most recent Wastewater Collection System Master Plan (WWCSMP) was prepared in 2014 and it considered areas within the current City boundary, the Metro identified Urban Growth Boundary and the Urban Reserve Areas to project likely influent wastewater flows to the City's WWTP. Flow projections were updated based on recent trends and the resulting peak hour flow for buildout conditions was determined to be approximately 23.5 mgd. The WWCSMP also stated that flows to the facility would likely be approximately 10 percent less (21 mgd +/-) as a result of travel time, flow attenuation and system storage. The WWCSMP projected flow is similar to other peak hour flow projections developed in previous wastewater influent flowrate projections (Revised Task 1.2.2 – TM: Flow and Load Projection Update, dated June 20, 2010 by Brown and Caldwell, Project No. 2082).

The City's existing WWTP was first constructed in the early 1970s, with upgrades completed in the 80s and 90s. To accommodate growth and effluent water quality requirements, the City completed a major overhaul in 2014. The current WWTP includes a headworks unit with automatic screening and grit removal, three aeration basins, two stabilization basins, three circular secondary clarifiers, two disk filters, two UV disinfection channels, two centrifuges, one dryer, and five sludge storage basins. Treated and disinfected effluent is discharged into the Willamette River. Waste sludge is conditioned with polymer and thickened with gravity belt thickeners. Thickened waste sludge is dewatered and dried to a Class A product. An odor control biofilter and fans draw and treat odorous air from the treatment plant.

**CITY -PROVIDED SERVICES**

The City will assign a project manager to this effort who will coordinate and work with City staff and other consultants performing related work under separate contracts with the City, including Jacobs Engineering, Inc. (Jacobs) who is operating the City WWTP under an operations contract. The City will review deliverables submitted by the Consultant and will combine review comments from various reviewers into a single review



document. The City will help organize, participate in and make critical staff available for planning workshops and meetings. Additionally, the City will:

- Provide available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required;
- Provide data required for capacity assessments, including:
  - Influent flow/loading data.
  - Process and operational data.
  - Effluent flow/loading data
  - Pertinent engineering studies, reports, and facility record drawings.
- Coordinate with Jacobs' contract operations staff with knowledge of facility operational history to accompany and assist Consultant during operational tours and workshops.
- Provide prior Reasonable Potential Analyses for Consultant's review.

## **GENERAL ASSUMPTIONS**

In preparing this scope of work, the following general assumptions have been made:

- City staff will review each deliverable and provide a consolidated list of City review comments to the Consultant.
- A Technical Review Committee (TRC) consisting of City and Jacobs staff will participate in workshops and review deliverables.
- When evaluating improvement alternatives, the following general steps will be taken:
  - Step 1 – Develop basis of planning and establish evaluation criteria
  - Step 2 – Identify "Potential" improvement alternatives
  - Step 3 – Evaluate potential improvement options and select "Viable" alternatives
  - Step 4 – Further evaluate viable options and select the "Preferred" alternative(s) that are then included in the Master Plan
- Deliverables will be provided in MS WORD and ADOBE PDF format with the exception of the hydraulic and loading increase analysis tool which will be a Microsoft Excel file.
- Deliverables, meeting/workshop agendas, and other materials will be provided five (5) working days prior to the meeting/workshop.
- Meetings/workshops will be conducted at the City WWTP or online.
- Biological evaluation, environmental and land use reviews are not included.
- Master Plan deliverables will be provided as follows:
  - 75% Master plan – one hard copy and an electronic version.
  - 95% Master Plan – two hard copies (City and DEQ) and electronic version.
  - Final Master Plan – 5 hard copies of entire document, 5 copies of executive summary and an electronic version.

## **TASK 100 – PROJECT INITIATION PHASE**

The objective of this task is to collect data for effort throughout the project and to establish an outline for the Master Plan. Activities associated with this task include:

### **Subtask 101 – Data Collection (\$4461)**

- a. Collect and review record drawings, historical wastewater influent and final effluent water quality data to determine if there is sufficient information for necessary process modeling and projections, and other related wastewater planning documents.

- b. Prepare summary identifying informational gaps and coordinate with City's project manager to resolve.

**Subtask 102 – Kickoff Workshop (\$8914)**

- a. Prepare for kick-off workshop and provide proposed workshop agenda for City review.
- b. Address City comments on proposed agenda and facilitate project kick-off meeting to review project objectives, key issues, scope of work, team roles and responsibilities, deliverables, collaboration and communication approach and schedule.
- c. Prepare meeting summary.

**Task 100 Assumptions:**

The following has been assumed in defining the scope of work under this task:

- The City will provide copies of the following related documents:
  - Technical Memoranda and description of process upgrade related to the current improvement project.
  - Previously identified energy savings opportunities and/or evaluations the City has pursued in qualifying for energy savings credits and funding.
- City WWTP influent and effluent flow rate and water quality data will be provided in spreadsheet format and include Discharge Monitoring Reports for the past five years. Influent and effluent water quality data should include biological oxygen demand (cBOD<sub>5</sub>), Total Suspended Solids (TSS), Chemical Oxygen Demand (COD), pH, temperature, Ammonia (NH<sub>3</sub>), Total Kjeldahl Nitrogen (TKN), Total Nitrogen (TN), Total Phosphorus (TP), and Dissolved Oxygen (DO).
- To confirm peak hour flowrate, City should provide peak hour flow information for approximately 10 storm events that occurred during past five years. If possible, flows in hourly intervals for the day of, the day before and the day after the event will be provided.
- Some Consulting team members will participate via conference call.
- To perform a mass balance assessment of the City WWTP, City will provide Return Activated Sludge (RAS), Waste Activated Sludge (WAS), Thickened Waste Activated Sludge (TWAS), Scum, screenings and grit information (i.e., operational controls/setpoints, flowrates and concentrations). Solids handling unit processes (e.g., centrifuges dewatering and biosolids dryer equipment) operating information will also be provided by the City.
- The Kick-Off Workshop will last up to 2 hours and be attended by critical City staff and the Consultant's key team members.

**Task 100 Deliverables:**

Consultant will develop and issue the following deliverables under this task:

- Data gap analysis summary
- Kick-Off Workshop meeting agenda and minutes

**TASK 200 – CHAPTER 1, PLANNING AREA CHARACTERISTICS (\$11,486)**

The objective of this task is to define locally adopted comprehensive land use plans, urban growth boundaries, urban reserve areas, city boundary, and sewer service plans. Activities associated with this task include:

- a. Prepare a summary to include:
  - i. A description and map of the planning area boundary, and statement to demonstrate compatibility with local governmental comprehensive planning and Statewide Land Use Goal 11.
  - ii. A brief summary of local socio-economic conditions and trends (e.g., local industries, employment, median income levels, vulnerable populations).

- iii. A brief summary of the local physical environment (e.g., topography, geology, soils, climate, sensitive environmental/cultural resources, water resources).
  - iv. A brief summary of how Integrated Water Resources were considered as part of the overall planning strategy.
- b. Prepare Draft Chapter 1 and submit for City review
  - c. Address City comments and issue a Final Chapter 1.

Task 200 Assumptions:

N/A

Task 200 Deliverables:

- Draft and Final Chapter 1 – Planning Area Characteristics

**TASK 300 – CHAPTER 2, CONDITION ASSESSMENT AND TIER 1 SEISMIC ANALYSIS**

The objective of this task is to review and summarize recently collected condition assessment data for the Master Plan and to perform a life safety/seismic evaluation. Activities associated with this task include:

**Subtask 301 – Condition Assessment (\$7145)**

Perform a review of the recently completed condition assessment. Further evaluate assets that were scored poorly and develop recommended improvements. Subtask activities include:

- a. Perform a review of City's condition assessment report.
- b. Develop recommendations for improvements for those assets that received low scores.
- c. Prepare chapter that summarizes significant findings from recent condition assessment and improvement recommendations.
- d. Address City comments and issue Final Chapter.

**Subtask 302 – Site Specific Response Spectra Development (\$28,930)**

A site specific response spectra will be developed through on-site geotechnical testing and previous geotechnical investigations. Subtask activities include:

- a. On site testing to develop seismic shear wave velocity profiles.
- b. Perform a review of prior explorations, reconnaissance and prior subsurface testing.
- c. Perform engineering analysis of field testing to develop site specific seismic response spectra.
- d. Prepare technical memorandum
- e. Address City comments and issue TM.

**Subtask 303 – Life Safety / Seismic Analysis (\$49,185)**

Perform an assessment to identify life safety deficiencies which may exist in structural connections, equipment anchors, and other ancillary components. Evaluate the structural performance of the existing WWTP facilities to the damage control level assuming a seismic ground motion hazard that is the greater of the ASCE 41-17 basic safety earthquake hazards for existing buildings (BSE-1E and BSE-2E), which have anticipated return periods of 250 and 975 years, respectively or a CSV event (M9.0) that is consistent with the seismic hazard considered by the Oregon Resiliency Plan. The latter will involve the development of a site specific response spectra for use in the project evaluation.

Activities include:

- a. Document Review
  - i. Review record drawings of structures and other available reports relevant to the design and construction of the existing facilities for the purpose of evaluating the seismic performance of the WWTP structures.

- ii. Identify a list of structures and/or conditions that are recommended for seismic evaluation.
  - b. Site Visit
    - i. Perform a site visit to assess the existing facilities to identify deficiencies which may exist with the structural connections of mechanical and electrical systems, equipment and tank anchors, lighting and ventilation, roof/wall connections, and similar components.
    - ii. Identify structural conditions in the field that are recommended for seismic evaluation that were not noted during document review.
    - iii. Document any non-structural deficiencies identified and provide recommendations and priorities based on risk, probability, and criticality for improvements to the facilities to provide the proper seismic restraints.
    - iv. Based on document review and site visit findings, prepare a prioritized list of structures and/or conditions that are recommended for more detailed seismic evaluation along with the corresponding basis for that recommendation.
    - v. Review prioritization list via conference call with City and identify those structures to receive further Tier 1 seismic evaluation.
  - c. Seismic Evaluation and Mitigation
    - i. Perform an ASCE 41-17, Tier 1 seismic evaluation or ACI 350 analysis for top five recommended structures and/or conditions identified during document review and site visit. The structures that may potentially be included in this evaluation are the operations building, headworks, drying building, sludge storage tanks/biofilters, stabilization ponds, aeration basins, process gallery, secondary clarifiers, UV structure, disc filter structure, cooling tower structure and the existing maintenance shop.
    - ii. For the structures and/or conditions that are evaluated, prepare a professional judgment of the expected existing facilities performance for the specified ground motions. Identify expected modes of failure for each of the structures and/or conditions evaluated and prepare a table listing the deficiencies.
  - d. Technical Memorandum and Workshop
    - i. Prepare draft technical memorandum summarizing the findings from the document review, site visit, and seismic evaluations. Identify deficiencies in terms of whether they meet the stated performance objective. Identify mitigation measures for each deficiency in order to meet the stated performance objective. Estimate the costs of the mitigation measures identified.
    - ii. Finalize technical memorandum after review workshop and reference as necessary in the final facility plan.
  - e. Workshop:
    - i. Conduct a half day workshop to present and review the findings of the assessment and recommended improvements.

Task 300 Assumptions:

- Structural analysis will be based upon ASCE 41-17, Tier 1 for buildings and ACI 350 for water-bearing structures assuming a damage control performance level, which is consistent performance goals for wastewater treatment plants.
- Structural site visit anticipated to take 2 days.
- City will provide equipment submittals/shop drawings and other required equipment information to Consultant.
- Seismic evaluation does not include testing of materials, finite element analysis, or non-linear analyses for irregular structures.

- Seismic evaluation will not include estimation of structure response due to ground deformations, such as liquefaction settlement or lateral spread.
- Technical memorandums will be included as appendix to the Master Plan.
- The geotechnical hazards analysis will include an estimate of seismic induced settlement of the undocumented fill. Preliminary review indicates liquefaction will not be a significant hazard in the plant area. Seismic stability evaluation of the slopes surrounding the plant have been excluded from this scope; if reconnaissance and review indicates a significant slope stability risk to critical plant facilities should be considered, further studies may be recommended. The riverbank and outfall have not been included in this scope.

Task 300 Deliverables:

- Draft and Final Chapter 2 – Condition Assessment.
- Prioritization list of structures/conditions for Tier 1 evaluation.
- Life safety / seismic evaluation technical memorandum to be provided as appendix to Master Plan.
- Site specific response spectra for CSZ event technical memorandum to be provided as appendix to Master Plan.
- Workshop agenda and minutes

**TASK 400 – CHAPTER 3, WASTEWATER FLOW AND LOAD PROJECTIONS (\$32,846)**

Consultant will develop projected flows and loads to be treated at the facility. Activities associated with this task include:

- a. Review population and City growth projections included in the WWCSMP and population forecasts developed by Portland State University Population Research Center, Metro regional government and the City of Wilsonville’s most recent comprehensive plan.
- b. Review existing flows at the Wilsonville WWTP and summarize for dry and wet weather seasons.
- c. Evaluate peak flows based on statistical analysis consistent with the DEQ requirements, comparing influent flows with rainfall to confirm or adjust peak influent flows to be used for other evaluations.
- d. Review and confirm or adjust existing organic and solids loads using existing plant data and existing and projected residential, commercial and industrial load developed as part of the recent WWCSMP.
- e. Prepare for, facilitate, and summarize a meeting to review and confirm existing flows and loads.
- f. Based on population projections, project flows and loads for buildout (2045) planning period that will require treatment at the facility.
- g. Prepare Draft Chapter 3 and submit for City review.
- h. Address City comments and issue a Final Chapter.

Task 400 Assumptions:

- Workshop to last up to 2 hours.

Task 400 Deliverables:

- Draft and Final Chapter 3 – Wastewater Flow and Load Projections.
- Workshop meeting minutes.

**TASK 500 – CHAPTER 4, CAPACITY ANALYSIS (\$37,124)**

The objective of this task is to determine the capacity of the existing treatment plant under current NPDES conditions. Activities associated with this task include:

- a. Evaluate process, design, and operational data for the facility liquids and solids treatment trains.
- b. Plan for and conduct tours of the facility to discuss operational protocols and data with City and operations staff. While on site, interview operations staff to identify operational issues and document in chapter.
- c. Develop a calibrated a steady state biological wastewater treatment process model (e.g., Biowin) and use it to characterize the current performance of the City's WWTP during dry and wet weather seasons.
- d. Develop solids mass balance for facility.
- e. Evaluate hydraulic capacity of outfall.
- f. Develop 1-page schematic of each process area that illustrates key equipment and overall unit process capacity.
- g. Prepare for, facilitate and summarize a meeting to review and confirm capacity analysis.
- h. Prepare Draft Chapter 4 and submit for City review.
- i. Address City comments and issue a Final Chapter.

Task 500 Assumptions:

- Process modeling will be performed using BioWin simulator software.
- Workshop to last up to 2 hours.
- Site tour to last up to 4 hours.
- Outfall hydraulic evaluation will be from river to downstream side of UV systems.
- The existing capacity for each process will be defined based on current NPDES permit limits.

Task 500 Deliverables:

- Draft and Final Chapter 4 – Capacity Analysis.
- Workshop meeting minutes.

**TASK 600 – CHAPTER 5, REGULATORY CONSIDERATIONS AND STRATEGY**

The objective of this task is to assess and document regulatory considerations for the Master Plan and to develop an overall regulatory strategy for the Project. Activities associated with this task include:

**Sub-Task 601 – Regulatory Considerations (\$33,766)**

- a. Obtain and review background information and request supplemental data and information as necessary.
- b. Summarize the Lower Willamette flows that form the basis for the mixing conditions that will be used for the analysis of water quality impacts.
- c. Summarize the beneficial uses for the Lower Willamette River.
- d. Review and summarize the listings for non-attainment based on the most recent DEQ integrated report
- e. Obtain and evaluate the temperature data and assess the long-term compliance with the current TMDL.
- f. Based on the most recent toxicity results from the City, evaluate the RPA for aquatic toxicity based on the current outfall mixing characteristics
- g. Based on the review of data, assess the likely impact of the water quality conditions on future NPDES permit limits.
- h. Evaluate potential for increased mass load
- i. Prepare for and facilitate meeting and prepare associated meeting summary.
- j. Prepare Draft Chapter 5 and submit for City review.

- k. Address City comments and issue a Final Chapter 5.

**Sub-Task 602 – Pre-Treatment Limit Evaluations (\$10,486)**

The purpose of this task is to provide high-level comments and recommendations for consideration in the next local limits evaluation. The comments will provide continuity with the planning and evaluation of potential WWTP process upgrades in this Facility Plan. Activities associated with this task include:

- a. Review 2-3 years of influent, effluent, and biosolids priority pollutant data to determine presence of pollutants that may need to be addressed.
- b. Summarize new pollutants of concern identified in subtask 601 – Regulatory Considerations.
- c. Provide general comments on the ability of the current WWTP or future WWTP to remove potential pollutants or pollutant groups (e.g., readily degraded pollutants vs recalcitrant pollutants).
- d. Comment on possibility of source control for some pollutants as an option to upgrading the WWTP if treatment is not feasible.
- e. Participate in conference calls with Carollo task leads to coordinate review of data and findings of the regulatory and process evaluation tasks.
- f. Prepare draft technical memorandum (TM) providing general comments on considerations for the local limits update. Provide general context on the anticipated level of effort (amount of in-plant and residential sampling needed, etc.)
- g. Address City comments and issue content in final technical memorandum.

**Task 600 Assumptions:**

The following has been assumed in defining the scope of work under this task:

- New pre-treatment limits will not be calculated.
- Pre-treatment evaluation technical memorandum will be included as an appendix to the Master Plan.

**Task 600 Deliverables:**

- Draft and Final Chapter 5 – Regulatory Considerations.
- Draft and Final Pre-Treatment Evaluation Technical Memorandum
- Meeting minutes.

**TASK 700 – CHAPTER 6, ALTERNATIVE DEVELOPMENT AND EVALUATION (\$85,209)**

The objective of this task is to identify, develop and evaluate alternatives by process area that will maximize the use of existing assets at the WWTP and provide flexibility to meet potential future regulatory requirements. Activities associated with this task include:

- a. Based on basis of planning information developed in previous chapters, identify at conceptual level potential liquid and solids treatment process area alternative options for further evaluation.
- b. Prepare for and conduct an alternative development workshop with City and plant operations staff to develop and select liquids and solids process area improvements for evaluation. These could include:
  - Operational and/or process modifications to maximize existing secondary capacity.
  - Process improvements/additions to meet projected flow and load conditions.
  - Process improvements/additions to meet potential future regulatory requirements, including nutrient removal and temperature.
- c. Document workshop results, decisions and action items in meeting minutes.
- d. For up to 2 alternatives for each process area, perform the following activities:
  - Consider process area layout requirements.

- Consider routing alternatives for fiber optic run from control building to site entrance.
  - Compare hydraulic requirements to existing hydraulic profile and where necessary, perform hydraulic modeling between process units to identify required hydraulic improvements.
  - Define resulting dry and wet weather flow and loading capacities.
  - Review anticipated performance of the improvements.
  - Develop planning-level capital and life cycle costs.
  - Develop preliminary review of non-cost factors. (e.g., process reliability, permitting, flexibility and water quality considerations).
- e. Prepare for and conduct alternative evaluation workshop to review technical performance, costs, and non-cost considerations associated for each alternative. As part of the meeting, select preferred improvement alternatives and discuss spreadsheet tool to be developed in subsequent task.
- f. Document workshop results, decisions and action items in meeting minutes.
- g. Prepare Draft Chapter 6 and submit for City review.
- h. Address City comments and issue Final Chapter.

Task 700 Assumptions:

The following has been assumed in defining the scope of work under this task:

- Up to 2 alternatives will be developed and evaluated for the following process treatment areas: preliminary, secondary, tertiary, disinfection, thermal, thickening, dewatering and solids stabilization.
- Workshops will be up to 3-hours in duration.
- An allowance of 40 hours is included for spot evaluations of hydraulic improvements necessary alternative development. The profile associated with the 2014 plant improvements project will be used as a basis and water surface elevations associated with the peak hour flow of 16.0 MGD will be used as elevations that must be maintained for new improvements. Hydraulic evaluations will be performed using Carollo's Hydraulix® software.
- Cost projections and estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Consultant
- Potential non-financial evaluation criteria include: capital and life cycle costs, regulatory compliance, operational reliability and flexibility, environmental benefits or impacts, sustainability / energy efficiency and social impacts/public acceptance.

Task 700 Deliverables:

- Draft and Final Chapter 6 – Alternative Development and Evaluations
- Workshop minutes

**TASK 800 – CHAPTER 7, RECOMMENDED ALTERNATIVE (\$30,444)**

The objective of this task is to finalize the recommended alternatives to be adopted in the Master Plan.

Activities include:

- a. Develop overall site plan and process flow schematic for the recommended alternative.
- b. Develop as necessary additional design data and sizing criteria for major process areas.
- c. Refine capital costs and life cycle costs for each phase of the recommended alternative. Capital costs will include consultant design and construction services along with City administration costs.
- d. Develop a project phasing plan that identifies required capital for the buildout (25 year) planning horizon based on anticipated flows and loads.
- e. Identify regulatory requirements that could impact project phasing.



- f. Develop spreadsheet tool that the City can use to update the timing of the recommended improvements based on hydraulic and loading increases.
- g. Prepare for and facilitate a workshop to review the proposed implementation plan and spreadsheet tool.
- h. Document workshop results, decisions and action items in meeting minutes.
- i. Prepare Draft Chapter 7 and submit for City review.
- j. Address City comments and prepare final chapter.

Task 800 Assumptions:

The following has been assumed in defining the scope of work under this task:

- Spreadsheet tool will allow City to change population growth rate, per capita flow and load and flow and load peaking factors and the spreadsheet tool will automatically calculate how these changes impact the expansion requirements of major processes. Major processes include screening, secondary treatment, filtration, thickening, disinfection, dewatering and drying. Major unit processes do not include RAS/WAS pumping, blowers and storage.
- Spreadsheet tool will be based on Master Plan recommended improvements.
- Workshop will be up to 2 hours.

Task 800 Deliverables:

- Draft and Final Chapter 7 – Recommended Alternative
- Workshop minutes.

**TASK 900 – PREPARE MASTER PLAN (\$18,235)**

This task involves development of an executive summary and combining previously developed chapters into a single document with supporting appendices in draft and final versions. Activities include:

- a. Prepare 75% draft that includes all chapters, executive summary and appendices for City review.
- b. Address City comments on the 75% draft and prepare 95% draft for DEQ and City review.
- c. Address DEQ and any additional City comments and finalize the master plan.

Task 900 Assumptions:

N/A

Task 900 Deliverables:

- 75% Master Plan for City review.
- 95% Master Plan for DEQ review.
- Final Master Plan.

**TASK 1000 – QUALITY MANAGEMENT (\$15,680)**

Develop and follow a Quality Management Plan (QMP) for the project to be included in the PMP. Review technical analysis, memos, reports, etc. and address review comments addressed prior to submission in accordance with the QMP. For major work products (i.e., chapters and Master Plan) develop a Record of Comment (ROC) to document City comments and Consultant responses.

Task 1000 Assumptions:

1. Consultant's Quality Management team performing QA/QC checks will be comprised of senior engineers and technical writers.

Task 1000 Deliverables:

1. Quality Management Plan (included as a section of the PMP).

2. Record of Comment documentation for major work products.

### **TASK 1100 – PROJECT MANAGEMENT (\$37,623)**

The objective of this task is to manage and coordinate services required for Project completion. Consultant will provide the following services:

#### **Subtask 1101 – Project Management Plan**

Complete a draft Project Management Plan (PMP) including scope, work plan and products, budget, schedule, organization and staffing, communication protocol, and project standards within ten (10) days of Notice to Proceed (NTP). Prepare for and conduct a Project Kickoff Meeting. Finalize the PMP following the Kickoff Meeting and receipt of City comments. Monitor the PMP throughout the project and provide one update of the PMP upon request by the City.

#### **Subtask 1102 – Project Monitoring and Reporting**

Manage the Project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete this Scope of Work. Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets and submit reports to the City's Project Manager with monthly invoices. Document expenditures on a task basis and show hours by project personnel and other direct expenses related to work. With each monthly progress report, provide corrective action plans to address schedule/budget deviations from baseline projections, if required.

#### **Subtask 1103 – Project Management Meetings**

Schedule and conduct monthly Progress Meetings through the duration of the Project, or more frequently as needed to maintain project momentum and focus. Meetings will be used to discuss project status, action items, and potential areas of concern.

Schedule and conduct 30-minute, bi-weekly Project Management calls throughout the duration of the Project. Calls will be used to track action items and information needed as documented in Project Management Meeting minutes.

#### Subtask 1100 Assumptions:

1. Total project duration is sixteen months (16) months.
2. Up to sixteen (16) Progress Meetings will be held at City's office or online.
3. Bi-weekly Project Management calls will be held via teleconference.
4. Consultant's Project Manager will lead all meetings and calls.
5. Agendas, meeting minutes, and Action Items will be distributed electronically by the Consultant to City's Project Manager.

#### Task 1100 Deliverables:

1. A Final PMP will be reviewed at the Project Kickoff Meeting.
2. Project Management Plan.
3. Sixteen (16) monthly Invoices and Progress Reports.
4. Materials for sixteen (16) Project Management Meetings.

## **MASTER PLAN OUTLINE**

### **EXECUTIVE SUMMARY**

### **CHAPTER 1 - PLANNING AREA CHARACTERISTICS**

### **CHAPTER 2 - CONDITION ASSESSMENT AND TIER 1 SEISMIC ANALYSIS SUMMARY**

### **CHAPTER 3 - WASTEWATER FLOW AND LOAD PROJECTIONS**

### **CHAPTER 4 - CAPACITY ANALYSIS**

### **CHAPTER 5 - REGULATORY CONSIDERATIONS AND STRATEGY**

### **CHAPTER 6 - ALTERNATIVE DEVELOPMENT AND EVALUATION**

### **CHAPTER 7 - RECOMMENDED ALTERNATIVE**

#### **Appendices:**

1. Technical memorandum - life safety / seismic evaluation  
Technical memorandum – pre-treatment limit evaluation