

**RESOLUTION NO. 1599**

**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 TETRA TECH/KCM, INC. TO PROVIDE PROFESSIONAL (ENGINEERING) SERVICES FOR THE BASALT CREEK DETENTION STRUCTURE PROJECT.**

WHEREAS, the City Council, acting as the Contract Review Board, makes the following findings:

1.1 The Council City approved a motion at a regular meeting in June, 1999, for the 1999-2000 fiscal year, adopting a first year appropriation of \$177,500 for the design and construction of the Basalt Creek Detention Structure (Project No. 570-49130-5000-601) with total design and construction costs budgeted at \$322,500; and

1.2 The City Engineer has determined that the existing storm water system is in need of additional regional detention facilities; and

1.3 The City now wishes to proceed with design of these storm water system improvements and seeks the services of a firm to provide the professional services for the referenced project; and

1.4 The City Engineer has determined that Tetra Tech/KCM, Inc. possesses the necessary experience and expertise and is qualified to provide the necessary professional services; and

1.5 ORS 279.011 (5) and WC 2.310 (1) (a) define public contracts as being other than agreements for professional services. The contract to be awarded is for Professional Services; and

1.6 WC 2.312 states that "The Council is hereby designated as a Local Contract Review Board and relative to contract concerns for the City, shall have all the powers granted to the State Contract Review Board"; and

1.7 WC 2.314 (1) states that "All contracts shall be based upon competitive bid with certain exceptions," which the City interprets to mean public contracts, but not to personal services contracts, but in the event it is construed to apply to any contract, the City recites and finds as set forth below; and

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

1.9 ORS 279.015, Competitive Bidding Exemptions, also allows exemptions as stated in the City Code; and

2.0 The City Engineer has reviewed the number of engineering contracts award and has determined the City has awarded engineering contracts to several different firms and this award will not substantially diminish competition and given the firms expertise there is substantial cost savings given the fees proposed and the quality of past work performed in a timely manner.

2.1 The fees associated with providing the requested surveying and design services, in the proposed sum of \$51,599.00 plus 20 percent contingency to be performed by Tetra Tech/KCM, Inc. are fair and reasonable.

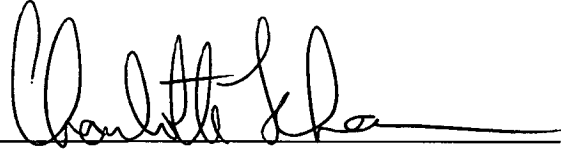
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. Based on the recited findings above, which are incorporated by reference herein, the City Council, acting as the Local Contract Review Board, does hereby exempt the award of contract for professional services for the project outlined herein from competitive bidding and further concludes this award will not diminish competition and will result in substantial cost savings by allowing timely completion of design and construction.
2. The City Council, acting as the Local Contract Review Board, does hereby approve and authorize the City Engineer to sign a Professional Services Agreement between the City of Wilsonville and Tetra Tech/KCM, Inc., a copy of which is marked Exhibit "A", attached hereto and incorporated herein, to provide professional services in the amount of \$51,599 with authority to increase this amount by 20% for contingency so long as total project costs do not exceed the budgeted amounts.

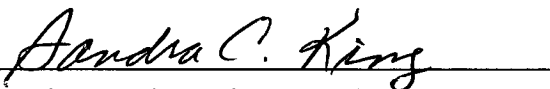
3. Authorized the expenditure of project funds as budgeted or amended from:

ACCOUNT NO.	AMOUNT	PROJECT
570-49130-5000-601	\$177,500	Basalt Creek Detention Structure

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15<sup>th</sup> day of November, 1999, and filed with the Wilsonville City Recorder this date.

  
\_\_\_\_\_  
CHARLOTTE LEHAN, Mayor

ATTEST:

  
\_\_\_\_\_  
Sandra C. King, City Recorder, CMC

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Helser	Yes
Councilor Barton	Yes
Councilor Kirk	Yes
Councilor Holt	Yes

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT  
(ORIGINAL FORM)**

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 \$59,412 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 James D. Porter. 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.

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

**P. Law of Oregon**

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

CONSULTANT:

\_\_\_\_\_  
Name of Firm

By \_\_\_\_\_


Typed or  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

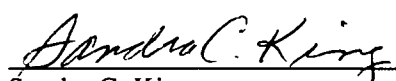
Employer I.D. No. \_\_\_\_\_

CITY OF WILSONVILLE

By  \_\_\_\_\_

Michael A. Stone  
City Engineer

Attest:

  
\_\_\_\_\_  
Sandra C. King  
City Recorder

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

Approved as to form:

  
\_\_\_\_\_  
Michael E. Kohlhoff  
City Attorney

PROFESSIONAL SERVICES AGREEMENT  
EXHIBIT 'A'  
ITEMS TO BE PROVIDED BY TETRA TECH/KCM INCORPORATED

Detailed descriptions of these work components are included in the attached Scope of Work.

PHASE 1 - DESIGN

- Task 1 Project Management
- Task 2 Preliminary Design
- Task 3 Final Design
- Task 4 Bidding Assistance

PHASE 2 – CONSTRUCTION

- Task 5 Services During Construction

**DRAFT**

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## **SCOPE OF WORK**

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The following tasks outline our scope of work to complete preliminary design, design and construction services work for Coffee Lake Creek Project CLC-9b as identified in the Wilsonville Stormwater Master Plan. The project consists of improvements to the upstream end of the culvert under the Burlington Northern Railroad crossing of Basalt Creek and the construction of a new detention facility approximately 600 feet upstream on Basalt Creek. The goal of the project is to provide more effective detention of runoff upstream of the railroad and a reduction of peak flows downstream.

This scope outlines the tasks that will be followed for design and construction engineering for the project. The tasks and subtasks within this scope correspond to the project fee estimate and schedule. For clarity, the scope of work has been separated into two phases. The first phase covers preliminary design, design and bidding assistance. The second phase is the services during construction. A general schedule for the project has the design work being completed in February-March, year 2000, with the project being bid in the spring for summer construction.

### **PHASE I - DESIGN**

#### **Task 1 - Project Management**

##### **Subtask 1.1 Startup/Project Plan**

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 the City staff at the start-up meeting allowing staff 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/Invoices**

This subtask includes a monthly progress report accompanying each billing. Progress reports will accompany all invoices sent. This provides the City staff with information on the status of the project and the level of effort expended.

##### **Subtask 1.3 Kickoff / Pre-Design Meeting**

This meeting will insure that the goals and products of KCM and the City of Wilsonville are the same. Most of these items have been covered in the previous work and therefore this meeting will focus on pre-design issues such as easements and permits (if needed), utility conflicts, deadlines and products.

##### **Subtask 1.4 Progress Meetings**

This will be three meetings schedule during the design of the project to keep City Staff up to date on design issues and concerns. The meetings are scheduled as follows; Preliminary Design (50%), 90% Design, and 100% Design.

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**Subtask 1.5            Subconsultant Coordination**

This subtask includes coordination with the field survey consultant (*CES Inc.*). This task provides the necessary supervision to assure survey efforts are appropriately integrated into the design effort.

**Subtask 1.6            Quality Assurance QA/QC**

KCM in-house quality assurance provides for an independent review by a senior engineer separate from the project team. The quality assurance review includes a buildability and constructibility review and a review to ensure that the scope of work has been met.

**Task 2 - Preliminary Design**

**Subtask 2.1            Field Survey (Consulting Engineering Services, CES Inc.)**

A field survey will be performed of the 2 areas where improvements will be constructed, Burlington Railroad embankment culvert and an area approximately 600 feet upstream where embankment material will be placed. Utility locates will be included and ordered immediately following notice to proceed on the design survey. Contours will be shown at 1-foot intervals. All significant changes of grades, local depressions or mounds will be surveyed. The elevations will be based on vertical control tied to either a City of Wilsonville or Washington County Survey benchmark (USGS vertical datum). The field survey will be tied to the north property line of the Wilsonville Business Center of the purposes of establishing horizontal control necessary legal descriptions of easements or property to be acquired.

**Subtask 2.2            Permit Applications Preparation**

It is anticipated that a joint Corps of Engineers and Divisions of State Lands permit will be required. Tt/KCM will contact these agencies and provide the coordination and materials necessary to obtain the permits. Tt/KCM will also coordinate review of the project by the Burlington Northern Railroad. The City will be responsible for all permit application fees.

**Subtask 2.3            Hydrologic Analysis**

A routing analysis of stormwater flows will be performed to identify maximum flow rates and water surface elevations with the design improvements in place. Analysis will be performed for the 2-, 5-, 10-, 25-, 50- and 100-year recurrence interval events. Modeling will be consistent with the recently completed Wilsonville Stormwater Master Plan.

**Subtask 2.4            Technical Memorandum**

Following subtasks 2.2 and 2.3 a technical memorandum will be prepared documenting the hydrologic analysis and identifying all permits required along with any permitting issues that may arise.

**Subtask 2.5            Preliminary Design**

At approximately 50% completion, a preliminary design package will be submitted to the City. This will include preliminary bid document outline, design drawings and

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cost estimate. Comments from the City will be incorporated into the final design and a review meeting is scheduled at this point.

### **Task 3 - Final Design**

#### **Subtask 3.1 Final Design Drawings**

After comments are received from the City and the KCM internal quality assurance review, the final construction drawings will be prepared. Seven design drawings are expected in the design package and are as follows:

- 1) Cover Sheet
- 2) BNRR Crossing - Overflow Erosion Protection Plan
- 3) BNRR Culvert Inlet Structure and Details
- 4) Upper Pond Embankment Plan
- 5) Upper Pond Inlet Structure and Details
- 6) Temporary Erosion Control Plan
- 7) Miscellaneous Details

Original drawings will be provided to the City for reproduction.

#### **Subtask 3.2 Final Specifications**

After comments are received from the City and the Tt/KCM internal quality assurance review, final specifications and contract documents necessary to bid the project will be developed. Original specifications will be provided to the City for reproduction.

#### **Subtask 3.3 Final Design Review**

At the approximate 90 percent complete stage, Tt/KCM will submit design drawings and specifications for the City's and Tt/KCM internal quality assurance review. Upon completion of both reviews, Tt/KCM staff will incorporate revisions as required.

#### **Subtask 3.4 Permit Acquisition**

This task is to insure that the design meets the permit requirements and that agency staff is updated if the final design should be different from the permit applications.

#### **Subtask 3.5 Legal Descriptions (by CES Inc.)**

Legal descriptions of easements or property to be acquired will be written by a registered land surveyor and provided to the City. An exhibit depicting the boundary of the parcel described will accompany each legal description.

#### **Subtask 3.6 Cost Estimate**

A final cost estimate will be prepared to update the cost estimate provided at the preliminary design stage.

### **Task 4 - Bidding Assistance**

It is assumed that the City will distribute the construction documents. The fee estimate was developed assuming 20 bound copies will be delivered to the City. If more copies are required KCM will deliver the copies for the cost of printing and binding.

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**Subtask 4.1      Respond to Bidder's Questions**

Questions arising from contractors and suppliers will be answered by Tt/KCM staff working on the project. These questions may be clarified over the telephone or may require the preparation of an addendum.

**Subtask 4.2      Pre-bid Meeting**

Tt/KCM will conduct the pre-bid meeting at which contractor questions will be addressed and the construction site toured.

**Subtask 4.3      Issue Addenda/Clarifications**

Addenda will be prepared and issued as the need arises. These will provide clarifications to all planholders in the event of changes or the resolution of contractor's issues/questions.

**Subtask 4.4      Attend Bid Opening & Tabulate Bids**

The bid opening will be attended by Tt/KCM and the bids will be tabulated for further review by Tt/KCM and the City.

**Subtask 4.5      Bid Evaluation and Award Recommendation**

The apparent low bidder will be evaluated for compliance with contract requirements and financial capability to perform the work. Additionally, the contractor will be evaluated for experience in performing the work required. This information will be provided to the City along with a recommendation for award of the project.

## **PHASE II – SERVICES DURING CONSTRUCTION**

### **Task 5 - Services During Construction**

The following tasks and projected hours are best estimates of Tt/KCM efforts and assume typical construction administration requirements. However, Tt/KCM cannot control contractor cooperation, competence and organization. At the time it is apparent, Tt/KCM will notify the City that these factors may require additional effort and costs by Tt/KCM.

**Subtask 5.1      Conduct Pre-Construction Meeting**

Tt/KCM will conduct the pre-construction meeting for the project. Special concerns of the City will be discussed at this meeting.

**Subtask 5.2      Attend Weekly Contractor Meetings**

Bi-weekly meetings are expected to be held throughout construction. These will be attended by the inspector, the Tt/KCM project engineer and City staff. Existing issues will be discussed, as well as project schedules and coordination for smooth construction efforts. Any pending change orders will also be discussed at these meetings. These meetings will be held at the construction site and review of the construction will be part of the meeting. five meetings are anticipated, four bi-weekly and one immediate conflict resolution.

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**Subtask 5.3 Issue Change Orders**

Change Orders will be researched to identify the need for the change and appropriate costs. Change Orders will be reviewed with the City prior to submittal for final City approval.

**Subtask 5.4 Review Pay Requests**

Monthly pay requests will be reviewed and discussed with the site inspector and the City. Contractor input will also be solicited as necessary. Recommendations for payment will be provided by Tt/KCM.

**Subtask 5.5 Review Submittals**

Submittals that will be required by the specifications could include schedule, pipe, manholes, bedding, backfill, pavement, and tunnel casing. Submittals will be reviewed by Tt/KCM with appropriate recommendations for action by the contractor.

**Subtask 5.6 Contractor Correspondence/Review Progress**

Correspondence associated with administration of the contract includes letters of document clarification, results of submittal review, change order status, and project status, to name a few. Tt/KCM will copy the City on all correspondence with the contractor. Construction progress will be continually monitored by Tt/KCM and this information relayed to the City.

**Subtask 5.7 Substantial Completion Inspection**

The project will be inspected for substantial completion and punchlist corrections will be identified.

**Subtask 5.8 Prepare Record Drawings**

Final record drawings will be prepared using the final design drawings and the daily logs from the inspector. One reproducible set and one computer file (AutoCAD) copy of the record drawings will be delivered to the City.

**Subtask 5.9 Contract Close-out**

Final acceptance inspection will be performed once the punchlist items have been addressed. Final acceptance of the project will be documented and contractor requirements regarding completion of the contract will be administered.

**Subtask 5.10 Construction Observation**

A sub-consultant will provide a full time construction observer for the project. For purposes of preparing a cost estimate the construction is expected to last 8 weeks. *(NOTE: Visits to the project site and observations made by Tt/KCM as part of services during construction shall not make KCM responsible for, nor relieve the construction contractor of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents and shall not relieve the construction contractor of the full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.)*

# DRAFT

**KCM - Estimate of Professional Services**  
**City of Wilsonville**  
**Engineering Services for Design of Project CLC-9b**

No. : 9940000  
 Date : 10/4/99

Description	Project Mgmt. QA/GC	Project Engineer	Professional Staff	Technical Staff	Clerical Staff	Tt/KCM Cost / Task	Field Survey CES
<b>Phase I - Design</b>							
<b>Task 1 Project Management</b>							
1.1 Startup/Project Plan	2	4			2	\$673	
1.2 Progress Reports/Invoices		6			2	\$647	
1.3 Kickoff / Pre-Design Meeting	4	4				\$788	
1.4 Progress Meetings (3)	6	6				\$1,182	
1.5 Surveyor Coordination		4				\$368	
1.6 Quality Assurance QA/GC	8	8				\$1,576	
<b>Subtotal Task 1</b>	<b>20</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>\$5,235</b>	<b>\$0</b>
<b>Task 2 Preliminary Design</b>							
2.1 Field Survey		2	8			\$784	\$6,000
2.2 Permit Applications Preparation		18	12			\$2,556	
2.3 Hydrologic Analysis		12	18			\$2,454	
2.4 Technical Memorandum		8				\$736	
2.5 Preliminary Design (50% Design)		24	40	65		\$9,086	
<b>Subtotal Task 2</b>	<b>0</b>	<b>64</b>	<b>78</b>	<b>65</b>	<b>0</b>	<b>\$15,616</b>	<b>\$6,000</b>
<b>Task 3 Final Design</b>							
3.1 Final Design Drawings		20	40	60		\$8,420	
3.2 Final Specifications		16	8		4	\$2,263	
3.3 Final Design Review	8	8			1	\$1,624	
3.4 Permit Acquisition	4	12				\$1,524	
3.5 Legal Descriptions		6				\$552	\$2,200
3.6 Final Cost Estimates		4	12			\$1,268	
<b>Subtotal Task 3</b>	<b>12</b>	<b>66</b>	<b>60</b>	<b>60</b>	<b>5</b>	<b>\$15,650</b>	<b>\$2,200</b>
<b>Task 4 Bidding Assistance</b>							
4.1 Respond to Bidder's Questions		15				\$1,380	
4.2 Prebid Meeting		6				\$552	
4.3 Issue Addenda/Clarifications		10				\$920	
4.4 Attend Bid Opening & Tabulate Bids		6				\$552	
4.5 Bid Evaluation and Award Recommendation		8				\$736	
<b>Subtotal Task 4</b>	<b>0</b>	<b>45</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$4,140</b>	<b>\$0</b>
<b>Total Hours</b>	<b>32</b>	<b>207</b>	<b>138</b>	<b>125</b>	<b>9</b>	<b>\$40,641</b>	<b>\$8,200</b>
<b>Hourly Rate</b>	<b>\$105</b>	<b>\$92</b>	<b>\$75</b>	<b>\$60</b>	<b>\$48</b>		
<b>Subtotal</b>	<b>\$3,360</b>	<b>\$19,044</b>	<b>\$10,350</b>	<b>\$7,500</b>	<b>\$429</b>	<b>\$40,641</b>	
Total Wages (Including Overhead & Professional Fee)						\$40,641	
Tt/KCM Printing and Publications*						\$500	
Tt/KCM Travel*						\$80	
Tt/KCM Other Expenses (Computer, Telephone, Misc.)*						\$2,178	
Subconsultant Cost including 10% markup:						\$8,200	
PHASE I - Total Compensation (including task fee variance/contingency of 10%)						<b>\$51,599</b>	

\* Where hourly rates serve as the basis for fee, they shall be subject to change annually to reflect changes in Tt/KCM salary levels  
 \* Tt/KCM annual salary adjustments typically occur during first quarter of calendar year .  
 \* Direct job expenses include 10% markup



KCM - Estimate of Professional Services  
 City of Wilsonville

No. : 9940000  
 Date : 10/4/99

Engineering Services for Design of Phase 2 of the Project CLC-9b

Description	Project Mgmt QA/QC	Project Engineer	Profes- sional Staff	Techni- cal Staff	Cleri- cal Staff	KCM Cost / Task	Constr. Observ- ation
<b>Phase II - Construction</b>						<b>KCM</b>	<b>CMI</b>
<b>Task 5 Services During Construction</b>							
5.1 Conduct Pre-Construction Meeting			4			\$368	
5.2 Attend Weekly Contractor Meetings			18			\$1,656	
5.3 Issue Change Orders	1		6			\$657	
5.4 Review Pay Requests			6			\$552	
5.5 Review Submittals	1		8			\$841	
5.6 Contractor Correspondence	1		12			\$1,209	
5.7 Substantial Completion Inspection			4			\$368	
5.8 Prepare Record Drawings			2	12		\$900	
5.9 Contract Close-out			4			\$368	
5.10 Construction Observation (8 wks)			6			\$552	\$17,600
<b>Subtotal Task 5</b>	<b>3</b>	<b>70</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>\$7,471</b>	<b>\$17,600</b>
<b>Total Hours</b>	<b>3</b>	<b>70</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>\$7,471</b>	
<b>Hourly Rate</b>	<b>\$105</b>	<b>\$92</b>	<b>\$75</b>	<b>\$60</b>	<b>\$48</b>		
<b>Subtotal</b>	<b>\$315</b>	<b>\$6,440</b>	<b>\$0</b>	<b>\$716</b>	<b>\$0</b>	<b>\$7,471</b>	
Total Wages (Including Overhead & Professional Fee)						\$7,471	
KCM Printing and Publications*						\$101	
KCM Travel*						\$83	
KCM Other Expenses (Computer, Telephone, Misc.)*						\$158	
Subconsultant Cost including 10% markup:						\$17,600	
<b>PHASE II - Total Compensation</b>						<b>\$25,413</b>	
<b>PHASES I AND II - Total Compensation</b>						<b>\$77,012</b>	

- \* Where hourly rates serve as the basis for fee, they shall be subject to change annually to reflect changes in KCM salary levels
- \* KCM annual salary adjustments typically occur during first quarter of calendar year .
- \* Direct job expenses include 10% markup

**PROFESSIONAL SERVICES AGREEMENT  
EXHIBIT 'B'  
ITEMS TO BE PROVIDED BY THE CITY OF WILSONVILLE**

1. Record drawings of existing improvements where available.
2. Electronic boiler plate for construction documents.
3. Coordination and correspondence with utility companies.
4. Construction permit fees.
5. Conduct bid opening, select contractor, and award any necessary construction contracts.
6. Construction contract administration.

PROFESSIONAL SERVICES AGREEMENT  
EXHIBIT 'C'  
HOURLY RATES

## HOURLY RATE SCHEDULE

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### Professional Staff

Jerry Minor, P.E.	\$136
Brad Moore, P.E.	\$123
K. David Moss, P.E.	\$109
Ron Bush, P.E.	\$103
Steve Kraushaar, P.E.	\$101
Mark Reiser	\$100
Kevin France, P.E.	\$ 98
Gordon Munro, P.E.	\$ 98
Michael Britch, P.E.	\$ 86
Kay Swartwood, P.E.	\$ 71
Catherine Buckley, P.E.	\$ 64
Bill Long, E.I.T.	\$ 55

### Technical Staff

Stan Lasselle	\$ 68	- Average \$57
Darren Meyer	\$ 56	
Bret Davison	\$ 48	

### Administrative Staff

Dan Portman	\$ 69	- Average \$56
Becky McCloskey	\$ 67	
Michelle Flury	\$ 50	
Lori Geis	\$ 38	

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**"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 invoiced cost to KCM.
- Internal rates:

- Interpro 2430 — \$12.00/hour
- Production CAD Stations — \$ 6.00/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.

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

**DATE:** November 15, 1999

**TO:** Honorable Mayor and City Councilors

**FROM:** Jamie Porter, P.E.  
Civil Engineer

**SUBJECT:** Professional Services Agreement with Tetra Tech/KCM, Inc. for  
Basalt Creek Detention Structure (Project No. 570-49130-5000-601)

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**SUMMARY**

The Basalt Creek Detention Structure project involves the design, property acquisition and construction of a detention facility on the Basalt Creek tributary of Coffee Lake. (See the site map and project description attached to this staff report.) The necessity for this structure was determined during research for the Storm Water Master Plan, and the project deemed important enough to begin before the master plan is completed. This report accompanies Resolution No. 1599 and gives staff's recommendation for a new contract with Tetra Tech/KCM to provide the required services.

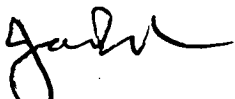
**RECOMMENDATION**

Staff respectfully recommends that the City Council adopt the attached resolution, creating a new contract with Tetra Tech/KCM with a budget of \$51,599.

**DISCUSSION**

Most of the storm runoff from the industrial area in northwest Wilsonville is piped underground and discharges into Coffee Lake at the west end of Boeckman Road. A significant amount, however, flows overland in a natural drainage (Basalt Creek) that enters Coffee Lake slightly northwest of Hillman Court. Preliminary work for the Storm Water Master Plan has identified the need for additional detention capacity in this creek, which would aid the industrial area and provide a regional benefit. Tetra Tech/KCM is familiar with Wilsonville's storm water system and has proven themselves capable with work to date on the Storm Water Master Plan. Staff has selected Tetra Tech/KCM to also provide design services associated with Phase 1 of this project. Design and right-of-way acquisition will take place in FY99-00, with construction to follow in the summer of 2000. Phase 2 services will be authorized later after the status of other projects is known and the availability of city staff for construction inspection/services can be determined.

Respectfully Submitted,



Jamie Porter, P.E.  
Civil Engineer

### **7.1.3 Project CLC-9— Regional Detention Ponds on Basalt Creek Upstream of Burlington Northern Railroad**

#### ***Project Description***

The goal of the project is to utilize the existing channel topography upstream of the railroad crossing to create two detention facilities. The proposed project will reduce peak flows in Basalt Creek downstream of the Burlington Northern Railroad culvert. A new flow control structure at the upstream end of the existing 48-inch culvert through the railroad embankment will be constructed creating a pond at that location. An additional pond will be created further upstream by the construction of an embankment across the channel. The ponds will operate in series.

#### ***Design Criteria***

A routing analysis of the ponds will be required prior to design to identify release rates for each pond which allow an appropriate freeboard for the design storm. A reasonable goal would be to achieve a 25 percent reduction in peak flow. A review of the channel topography indicates the following approximate pond characteristics:

	<u>Lower Pond</u>	<u>Upper Pond</u>
• Surface area =	0.7 acres	0.7 acres
• Maximum depth	13.0 feet	14.0 feet
• Volume	3.9 acre-feet	4.8 acre-feet

#### ***Issues/Permits***

Two sanitary sewer manholes will be located within the ponding limits. These manholes will require water proof lids installed. The depth of the ponds and the relatively steep sideslopes will necessitate safety measures.

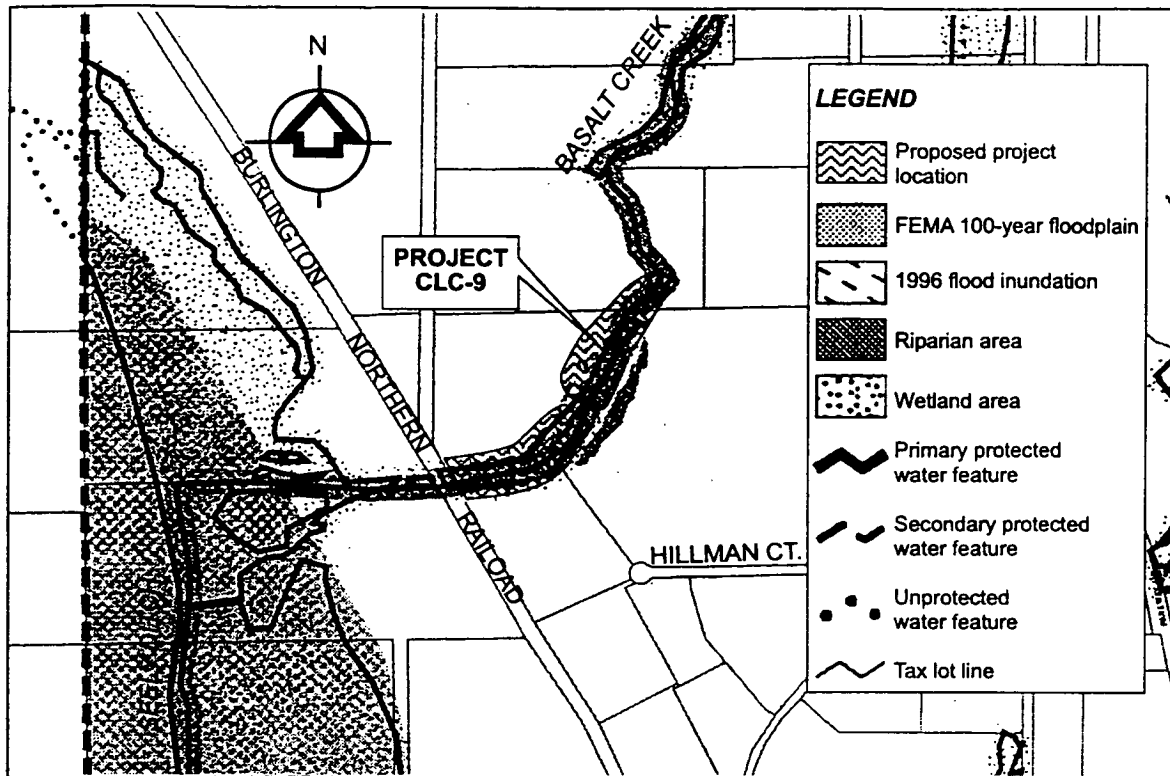
#### ***Maintenance***

The project should be visually inspected at least two to four times per year to observe buildup of sediment, vegetation, trash and other debris. The outlet should be free of obstructions. The site may need occasional trash and sediment removal and periodic checks to ensure survival of the plantings. The site should be cleaned at least once yearly, prior to the wet season.

#### ***Estimated Cost***

The estimated project cost is \$316,000.

*Project Site Map*



*Project Location*