

**RESOLUTION NO. 2074**

**A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH URS CORPORATION, TO PROVIDE PROFESSIONAL SERVICES FOR DEVELOPMENT OF AN UPDATE TO THE STORMWATER MASTER PLAN.**

WHEREAS, on June 4, 2007, the Wilsonville City Council adopted a budget for the City that includes a FY 2007/08 appropriation of an estimated \$96,900 to develop an update to the Stormwater Master Plan (Project No. 7010); and

WHEREAS, the Community Development Director seeks the personal services of a consulting firm to provide professional services for the above referenced project; and

WHEREAS, Section 2.315 of the Wilsonville Code defines personal service contracts as “a contract primarily for the provision of services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider.”; and

WHEREAS, W.C. 2.310 states, “The Wilsonville City Council is designated as the Local Contract Review Board under the State of Oregon Public Contracting Code” and pursuant to WC 2.313(1)(a) needs to authorize any City contract in excess of \$100,000; and

WHEREAS, W.C. 2.315 (4) sets forth the following procedures to be followed in the selection of personal services contracts:

- (a) Not applicable as contract is greater than \$10,000.
- (b) “For personal service contracts involving an anticipated fee of more than \$10,000 but less than \$150,000 per annum, the Contracting Agency shall solicit at least three (3) prospective contractors who shall appear to have at least minimum qualifications for the proposed assignment, notify each prospective contractor in reasonable detail of the proposed assignment, and determine the prospective contractor’s interest and ability to perform the proposed assignment.”
- (c) “The Contracting Agency may arrange for any or all interested prospective contractors to be interviewed for the assignment by an appropriate City employee or by an interview committee.”

- (d) "Following a review of the qualifications and interview, where conducted, of the interested prospective contractors, the Contracting Agency shall select the prospective contractor, and shall prepare a personal service contract."

WHEREAS, W.C. 2.315 (6) sets forth that the following criteria shall be considered in the evaluation and selection of a personal services contract:

- (a) "Specialized experience in the type of work to be performed."
- (b) "Capacity and capability to perform the work, including any specialized services within the time limitations for the work."
- (c) "Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, the exercise of discretion, ability to meet schedules, and contract administration, where applicable."
- (d) "Availability to perform the assignment and familiarity with the area in which the specific work is located, including knowledge of design or techniques peculiar to it, where applicable."
- (e) "Any other factors relevant to the particular contract."

WHEREAS, as noted in the staff report dated September 11, 2007, numbered as Exhibit A and attached hereto, and it is incorporated herein by reference as though fully set forth:

- (a) The contract is greater than \$10,000.
- (b) Three (3) prospective contractors who meet minimum qualifications for the proposed project and had the interest and ability to participate responded to the RFP which notified each prospective contractor in reasonable detail of proposed criteria, as noted in the staff report attached as Exhibit A.
- (c) An interview of each prospective contractor was conducted.
- (d) The RFP set forth the evaluation criteria which follows that of W.C. 2.315 (6) recited above; and as set forth in Exhibit A, the Director and staff applied said criteria and selected *URS Corporation* as the recommended personal service contractor to the Contract Review Board.

WHEREAS, W.C. 2.315 (1), (2), and (3) respectively provide personal service contracts shall provide certain indemnification and waiver provisions, liability insurance, and to follow all state law mandates as may be required unless specifically exempt, and the proposed contract provides for each of these requirements; and

WHEREAS, *URS Corporation* competed with two other consulting firms for the project in a competitive process by responding to a Request for Proposals which was posted in the Daily Journal of Commerce on July 3, 2007; and

WHEREAS, the cost for *URS Corporation* to provide the professional services necessary to complete Phase 1 of the master plan is estimated at \$80,000, and Phase 2 is estimated at \$135,000, which equals a combined budget of \$215,000; and

WHEREAS, Staff has determined that the fees for the services as proposed by *URS Corporation* are fair and reasonable for the proposed scope of work; and prompt execution of the contract for professional services will allow the master plan to be developed in a timely manner; and

WHEREAS, estimated fees for contracted personal services are \$215,000.00 which subjects this contract to the Local Contract Board's approval and will necessitate a budget appropriation adjustment by supplemental budget.

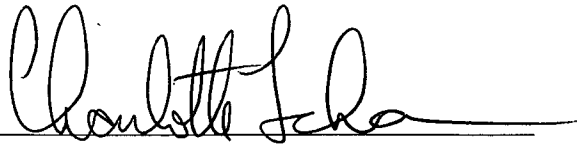
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council, acting as the Local Contract Review Board, does hereby approve and authorize the Community Development Director to sign a Professional Services Agreement between the City of Wilsonville and *URS Corporation*, a copy of which is marked Exhibit "B", attached hereto and incorporated herein, to provide the professional services recited within for the referenced project.
2. Authorize a project budget and expenditure of funds (Contracted and Administrative Services), subject to a future supplemental budget, in the amount of:

<u>Account</u>	<u>Budget Amount</u>	<u>Supplemental Budget</u>	<u>Total</u>
570.950.45030.7010	\$96,900	\$148,200	\$245,100

3. Include an adjustment to the FY 2007-08 budget in the amount of \$148,200 with the next periodic supplemental budget adjustment.
4. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17<sup>th</sup> day of September, 2007, and filed with the Wilsonville City Recorder this date.

  
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CHARLOTTE LEHAN, Mayor

ATTEST:

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

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Kirk	Excused
Councilor Knapp	Yes
Councilor Ripple	Yes
Councilor Núñez	Yes

Attachments:

- Exhibit A** – Kerry Rappold Staff Report dated September 11, 2007
  - Exhibit A.1 – Proposal Review Criteria
  - Exhibit A.2 – RFP Evaluation / Rankings
  - Exhibit A.3 – Proposal Review Criteria - Summary of Evaluation
- Exhibit B** – Professional Services Agreement
  - Exhibit A – Scope of Services
  - Exhibit B – City Services to be supplied
  - Exhibit C – URS Cost Estimate

## EXHIBIT A

### Community Development Staff Report

**Date:** September 11, 2007

**To:** Honorable Mayor and City Councilors

**From:** Kerry Rappold, Natural Resources Program Manager

**Subject:** Professional Services Agreement with URS for the Preparation of a Stormwater Master Plan Update (Project No. 570-950-45030-00000)

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#### I. Summary:

The City of Wilsonville seeks to contract with a consulting firm to prepare an update to the 2001 Stormwater Master Plan. This significant planning effort will provide an integrated approach to stormwater and watershed management that will result in the development of management solutions and policies that maintain, restore and enhance local watersheds and meet engineering, environmental and land use needs.

Since the Master Plan's adoption, there have been a number of changes in stormwater management techniques and standards that necessitate an update. Further, these changes have caused staff to stop and reassess projects identified in the Capital Improvement Program (e.g. changes from the floodplain study completed for the Coffee Lake wetlands as part of the Boeckman Road Extension, Villebois, transportation projects with stormwater runoff and wetland issues, etc). In addition, the consultant team will address Total Maximum Daily Loads (TMDL) for Willamette Rive pollutants and Metro's Title 13 Nature in Neighborhoods program as part of the update.

The project will be divided into two phases. The first phase includes the development of TMDL implementation plans and recommendations for complying with the stormwater related elements of Title 13. Both compliance tasks need to be completed by Spring of 2008. These elements will be integrated into the Stormwater Master Plan development, which is identified for the second phase. However, during a recent meeting with the Oregon Department of Environmental Quality (DEQ) oversight manager, DEQ would like a rough draft of the TMDL implementation plans by December 2007. The second phase will be completed by December 31, 2008.

A unique facet of the Stormwater Master Plan update contract will be the option to transition the contractor to serve as the owner's rep for execution of capital projects likely using a design-build method of project delivery. The consultant will have responsibility for design-build RFP development and project oversight/management related to engineering, design, permitting and

construction of CIP projects accomplished by selected firms. The use of this approach should avoid the delays in completing capital projects associated with traditionally hiring a host of new consultants in the capital execution phase.

## **II. Selection of Consultant:**

Under the direction of the Community Development Director, Staff placed a public notice in the Daily Journal of Commerce (July 3, 2007) soliciting requests for proposals from qualified consulting firms to complete the Stormwater Master Plan update. Based on this notice, Staff received complete proposals from three consulting firms inclusive of their prime sub-contractors. After a detailed review of the consultant's written proposals, Staff invited the three consulting firms to participate in interviews.

As described in Exhibit 1, the written proposals and interviewed teams were evaluated and ranked based on established criteria, which included:

1. Cover letter (Pass/Fail)
2. Proposal format and length (Pass/Fail)
3. Project understanding
4. Approach/resource allocation
5. Firm capabilities
6. Project team
7. Resources

On August 6, 2007 Staff (Michael Bowers, Community Development Director; Kerry Rappold, Natural Resources Program Manager; Steve Adams, Deputy City Engineer – Private Development; and Jadene Stensland, Deputy City Engineer – Capital Projects) conducted consultant interviews. Firms interviewed were URS, Tetra Tech (the consultant that prepared the 2001 master plan), and Pacific Water Resources. At the conclusion of the interviews, the selection of the URS team was unanimous. Their submittal and presentation was excellent, addressing comprehensively many complex issues illustrating strong project understanding and an excellent approach and resource allocation. A summary of the rankings for the consultant teams based on written proposals and interviews is detailed in Exhibits 2 and 3.

Overall, the URS team had the greater specialized skills and multidisciplinary experience. The team has an impressive resume and solid success completing numerous projects of a similar nature. Noteworthy project experience for the URS team includes the City of Eugene multi-objective stormwater Master Plan (low impact development addressed); TMDL temperature and bacteria implementation plans for the City of Gresham; and Tualatin River Basin Title 13 compliance.

More than the other firms interviewed, URS provided a talented, full-service team of professionals each having a strong technical track record to address the holistic requirements of this procurement. The team consists of subject matter experts, strong project experience, and

outstanding public policy reviewers. The selected firms offer excellent technical and graphical support to the project. The Director and the interview Staff unanimously recommend City Council approval of awarding the project contract to URS.

### **III. Additional Information:**

In preparing the update, the Director and Staff will be looking to the consultant to explore the application of Low Impact Development (LID) principles and practices to stormwater management in the City. The primary stormwater management objective for LID is to match pre-development hydrologic conditions over the full range of rainfall intensities and durations. Villebois includes a number of LID principles and practices. Staff is currently revising the Public Works Standards to recognize the use of LID principles for stormwater management, subject to approval by the City Council.

Metro and Federal requirements will also be critical elements of the update. Metro's Nature in Neighborhoods (Title 13) program identifies a list of design and construction practices to minimize hydrologic impacts through Low Impact Development, which will be incorporated into the update as part of the City's Title 13 compliance program. Total Maximum Daily Load (TMDL) implementation plans, required by the Oregon Department of Environmental Quality (DEQ), will also be addressed as part of the update.

Over the last year, Washington County and other municipalities in the Tualatin River Basin have amended elements of their comprehensive plans and development code to support and encourage Low Impact Development. Metro approved an alternative compliance approach to Nature in Neighborhoods for jurisdictions within the Tualatin River Basin. As part of an Intergovernmental Agreement with Metro, these jurisdictions were required to adopt Low Impact Development practices in advance of other jurisdictions in the Metro region.

### **IV. Conclusion:**

The Director and interview Staff recommend selection of URS Corporation as prime consultant for the project with its sub-contractors Pacific Habitat Services providing expertise in temperature TMDL and CIP development, Nevue/Ngan Associates for their experience in applying Low Impact Development principles to landscape design, Angelo Planning Group specializing in Metro Title 13 requirements, and Shaun Pigott Associates to address financial planning. URS Corporation promotes innovative stormwater planning and design, and has been instrumental in applying a context-sensitive approach to multi-objective stormwater master planning.

### **V. Recommendation:**

The Director and interview Staff respectfully recommend that the City Council authorize the Community Development Director to execute a Professional Services Agreement with URS Corporation to provide the professional services outlined therein for an estimated fee of \$215,000, subject to a supplemental budget increase.

(Estimated budgets received from the 3 consultants interviewed ranged from \$179,000 to \$233,000. Although price was not a factor in the selection of URS, this information indicates a "fair and reasonable" cost by the firm chosen.)



## Exhibit A.1: Proposal Review Criteria

The proposal shall describe the consultant's qualifications, intended performance, proposed time line for the proposed activities and the resources required to perform the activities. **Each proposal must contain the criteria listed below.** Proposals not meeting all pass/fail criteria will be considered nonresponsive and shall be rejected.

### ***Cover Letter (Pass/Fail):***

The primary Consultant and team member contacts, and the Consultant person(s) authorized to negotiate and sign contracts shall be identified. A statement shall be included that the Consultant accepts all the terms and conditions contained in this Request for Proposal and the attached sample contract.

### ***Proposal Format and Length (Pass/Fail):***

The core proposal must not exceed **20 pages**, excluding the cover letter and supporting documents. The proposal must be organized in accordance with the list of proposal contents. One page is considered to be one side of a single 8-1/2"x11" page and the minimum font size is 12 point for the main text. Consultants may use their discretion for the font size of other materials. Proposals using a main text font less than 12 point shall be considered nonresponsive.

### ***Project Understanding (Score 15):***

This relates to the understanding of the requested services. This section shall include a clear and concise understanding of the project based on existing information, and a general description of the purpose of this project and the chief issues to be addressed. The Consultant should be knowledgeable of standard solutions applicable to project issues as well as being able to offer innovative ideas. It is also important that the Consultant demonstrate an ability to synthesize technical information and communicate this information in verbal, written or graphic form. **Preference will be given to firms with a demonstrated knowledge of stormwater master planning and management (including stormwater modeling), and NPDES requirements.** Proposals that merely repeat requirements of the scope of work will be considered nonresponsive.

### ***Approach/Resource Allocation (Score 30):***

This section shall outline the approach to delivering the update to the Stormwater Master Plan to the City Council. **It shall include major tasks to be completed as well as resources proposed to complete each task, identifying the Consultant's ability**

**to ensure expeditious completion of the work.** Resources shall be included in a spreadsheet identifying hours of effort anticipated to complete each phase and individual tasks. Also, the Consultant shall include key staff's current obligations to other projects in FTE.

***Firm Capabilities (Score 20):***

The Consultant shall provide a brief professional work history of relevant projects as it relates to the capabilities of the primary firm and any subconsultants to provide the requested services. This work history will only cover projects undertaken by the same staff members to be utilized for this project. A list of individual clients shall be provided to serve as references regarding the capabilities and success of the Consultant in performing similar past projects. The response shall address the following:

- Similar projects, by type and location, performed within the last three years, that best characterize work quality and cost control.
- Internal procedures and/or policies related to work quality and cost control.
- Management and organizational structure.
- Other on-going projects for key staff.
- Availability to perform the work within the time frame of the project.

***Project Team (Score 30):***

The project principal, project manager, key staff, and subconsultants to be utilized in carrying out this project shall be identified. The Consultant shall provide information on each individual regarding related work experience, publications, education/training and demonstrated competence. Substitution of personnel on this contract will not be permitted without prior written approval by the City. The team's qualifications and experience relative to the requested services shall be addressed in the following areas:

- Extent of principal involvement
- Current assignments and location of key team members
- Names of key members who will be performing the work on this project and their responsibilities
- Qualifications and relevant individual experience of project team members, including subconsultants
- Experience as a team on similar or related projects
- Project manager's experience with similar projects, managing interdisciplinary teams, and managing controversial public involvement programs

***Resources (Score 5):***

This relates to the ability of the Consultant to provide materials consistent with City formats. Upon completion of the project, copies of all materials generated by the Consultant will be provided to the City in both reproducible hard-copy and electronic

form. Design materials shall be AutoCAD 8.0 compatible and written materials shall be in Word/Excel 2003.

**Supporting Information (No Score):**

Supportive material may include graphs, charts, photos, resumes, additional references, etc. Supporting information will not count toward the 20 page limit, but brevity is encouraged.

**Summary of Evaluation Criteria:**

Each proposal will be limited in length (**20 pages total**) and judged as a demonstration of the Consultant's capabilities and understanding of the services requested.

Evaluation factors and maximum points will be as follows (the maximum number of pages for each criterion is left to the discretion of the Consultant but must not exceed the specified total):

<u>Criteria</u>	<u>Maximum Score</u>
Cover Letter (not included in page limit)	Pass
Proposal Format and Length	Pass
Project Understanding	15
Approach/Resource Allocation	30
Firm Capabilities	20
Project Team	30
Resources	5
Supporting Information	<u>n / a</u>
Total Score Possible	100

**Exhibit A.2: Stormwater Master Plan Update - RFP Evaluations/Rankings**

<b>Categories</b>	<b>Ranking</b>	<b>URS</b>	<b>Pacific Water Resources</b>	<b>Tetra Tech</b>
<b>Cover Letter</b>	Pass/Fail	Pass	Pass	Pass
<b>Proposal Format and Length</b>	Pass/Fail	Pass	Pass	Pass
<b>Project Understanding</b>	1-3	1	2	3
<b>Approach/Resource Allocation</b>	1-3	1	2	3
<b>Firm Capabilities</b>	1-3	1	2	3
<b>Project Team</b>	1-3	1	2	3
<b>Resources</b>	1-3	1	1	1
<b>Overall</b>	1-3	1	2	3

### **Exhibit A.3: Proposal Review Criteria – Summary of Evaluation**

As described in Exhibit 1, the written proposals and interviewed teams were evaluated and ranked based on established review criteria. The following summary provides an evaluation of the proposals in regards to the review criteria.

#### **Project understanding:**

Key elements of the update project include integration of stormwater master planning objectives, exploring innovative approaches to stormwater management, and satisfying mandatory requirements (i.e. TMDLs and Metro Title 13). The URS team presented the strongest proposal for addressing these elements. They provided a clear and concise description that demonstrated their understanding for the objectives stated in the RFP.

#### **Approach/resource allocation:**

The URS and the Pacific Water Resources teams had the most comprehensive and detailed responses. However, as noted below, the Pacific Water Resources and Tetra Tech teams do not have much experience with TMDLs or Title 13 requirements. It's likely; therefore, the Pacific Water Resources team may have underestimated the effort involved in completing TMDL and Title 13 work.

#### **Firm capabilities**

The URS team has the most extensive experience with TMDLs and Metro Title 13 compliance. In contrast, this experience was lacking in the other two consultant teams interviewed. Due to the integrated nature of the project, it's critically important that the team selected has adequate experience to address the regulatory deadlines, as well as integrating this effort into the update of the Stormwater Master Plan.

#### **Project team:**

A critical element in selecting a consultant team was the composition of the project team and the team member's relevant experience. As previously mentioned, experience in TMDLs and Metro Title 13 are very important elements in the development of the update. From this perspective, the URS team offered the most experienced and knowledgeable consultant team.

## CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville, Wilsonville, Oregon, (hereinafter referred to as the "City"), and URS Corporation, a Nevada corporation, (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 prepared and 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 \$215,000.00 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, 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 C as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections D.1 and D.2. Only those reimbursable expenses which are set forth on Exhibit C and itemized on Consultant's bills for services shall be the basis for which payment of those expenses by City shall be owing.

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

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

D.6 Consultant's compensation rate 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 Kerry Rappold. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

**F. Consultant's Project Manager**

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

**G. Project Information**

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

**H. Duty to Inform**

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

**I. Consultant is Independent Contractor**

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

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



- I.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on Exhibit A and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.
- I.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section I.
- I.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.
- I.5 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- I.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I.7 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.
- I.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

## **J. Indemnity and Insurance**

- J.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto only and shall hold City harmless from and indemnify City of any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim to the extent resulting from Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement or from Consultant's negligent failure to perform its responsibilities as set forth in this agreement. The review, approval or acceptance by City, its Project manager or City of Wilsonville employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from any and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section J.2.3. The provisions of this section shall survive termination of this Agreement. City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting or allegedly resulting from City's negligent acts, omissions or from its willful misconduct as governed by ORS Chapter 30.
- J.2 Insurance Requirements and Consultant's Standard of Care.
- J.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Unless specifically set forth on Exhibit A, expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.
- J.2.2 The City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.
- J.2.3 In the performance of its professional services, the Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will reperform any services not meeting this standard without additional compensation. Consultant's reperformance of any services, even if done at City's request, shall not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.
- J.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be revised, non-renewed, or canceled. The Consultant shall endeavor to provide for not less than 30 days' written notice to the City

before the policy coverage may be reduced. In the event the policy lapses during performance, the City may treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.

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

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

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

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

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

J.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages except for Workers' Compensation and Professional Liability. The following is included as additional insured: City of Wilsonville, its elected and appointed officials, officers, agents, employees and volunteers. Except professional liability and worker's compensation coverage, all policies shall provide an endorsement.

J.2.6 The coverage, under which the City is named as an additional insured, 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.

S.3 **Right to Rely** – Consultant shall have the right to reasonably rely upon information provided by City without independent verification.

**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 \_\_\_\_\_, 2\_\_\_\_\_.

CONSULTANT:

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

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

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

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

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

CITY OF WILSONVILLE:

By \_\_\_\_\_  
Michael Bowers  
Community Development Director

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

Mailing  
Address:  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

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



# Exhibit A

## City of Wilsonville Stormwater Master Plan Update

### ***Project Management***

#### **Task 1 - Kick-off Meeting**

A kick-off meeting is the opportunity for the project team to meet City staff and to review major elements of the project. Lines of communication, areas of responsibility, scope, budget, and schedule will be reviewed and defined. City expectations will be verified against the goals and milestones of the project.

#### **Task 2 - Project Updates and Invoices**

Project updates will be attached to each invoice and will provide a list of activities performed in the previous month and items to be accomplished in the following month.

#### **Task 3 - Project Management**

Project management assures coordination of all of the aspects of the project, including meeting City expectations for scheduling of reviews, meetings, agendas and minutes. Prompt communication will occur for any issues that will impact the project, particularly if an issue involves the budget and schedule.

#### **Task 4 - Quality Control and Quality Assurance**

A URS priority, QA/QC is required for all projects. Independent technical reviews will be provided and projects audited to assure compliance quality control.

### ***Phase 1 - TMDL Implementation Plan and Title 13 Implementation Recommendations***

#### **Task 1 - Review documents and information**

To assure full knowledge of current conditions, requirements, and issues, all relevant documents will be reviewed including the existing Storm Water Master Plan, the Comprehensive Plan, Public Works Standards, the current NPDES storm water management plan, and Metro Title 13 requirements. City staff will be interviewed for anecdotal information and to understand existing conditions. Opportunities and constraints will be explored to understand the issues facing the City. Because we prepared these documents with the City, we will not need to review the Interim Evaluation Report/Updated Storm Water Management Report.

*Deliverable:* A memo describing the documents reviewed, individuals interviewed, and highlights learned in the process that are relevant to TMDL implementation.

#### **Task 2 - Develop Study Area for Future Expansions**

City staff will provide the analysis necessary to identify potential future expansion areas for the purposes of the TMDL Implementation Plan, Metro Title 13 compliance, and the

Stormwater Master Plan Update. Project team members from the Angelo Planning Group will coordinate with City staff on this effort.

### **Task 3 - Develop Draft TMDL Implementation Plan for Mercury and Bacteria**

Besides temperature, the Willamette TMDL requires an Implementation Plan that provides BMPs to address mercury and bacteria. Having recently completed an Interim Evaluation Report required as part of the NPDES permit renewal, the City already has BMPs identified to address mercury and bacteria. These BMPs will be identified and formatted into a matrix to illustrate which BMPs address either bacteria or mercury. Knowing what progress the City has already made on load reductions for these pollutants, we'll develop strategies for tracking continued progress toward achieving the reduction goals outlined in the TMDL. We will make these strategies forward-looking in anticipation of the need to develop benchmarks during the upcoming renewal of the MS4 permit based on our past experience in assisting Gresham and Portland and several other jurisdictions with the benchmark development process. While Implementation Plans for mercury are on a separate and later timetable (tied to ACWA's development of a Mercury Reduction Plan Manual for use primarily by POTWs), we can at least address the most robust implementation strategies for the storm water program on the DEQs original time frame.

*Deliverable:* Matrix and technical memo outlining proposed implementation strategies for mercury and bacteria.

### **Task 4 - Review Temperature Issues**

The URS team will collectively review the Metro guidelines and City regulations for stream buffers to ensure that analyses performed in the temperature implementation plan task are consistent with and supportive of these requirements.

*Deliverable:* Tech memo with discussion of review and findings.

### **Task 5 - Develop Draft TMDL Temperature Implementation Plan**

The URS Team will assess existing conditions and evaluate streams within the City to determine where enhancement activities can reduce stream temperature. To refine the most appropriate target locations to plant native trees and shrubs within the riparian area, we will use ground truthing and a shade model that was successfully used to evaluate similar site conditions for the City of Gresham. The model assesses shade benefit along each stream reach by comparing the riparian areas with and without vegetation using the sum of the July solar radiation. The results will be a function of stream aspect, slope angles, buffer width, tree height, and presence of opposite bank vegetation for Wilsonville's streams and eco-region.

Results of the evaluation will be used to establish criteria for scoping projects and associated budgets. This is needed to create a strategy that can be presented to

policymakers and stakeholders to gain support for directing municipal funding to the installation, maintenance, monitoring, and reporting that these projects will require.

*Deliverable:* GIS map showing areas of existing protections, recommended buffers, public versus private lands, and areas for planting to meet effective shade requirements.

### **Task 6 – Overlay Significant Resource Overlay Zone (SROZ) map and Title 13 Habitat Conservation Areas Map onto TMDL Temperature Buffers**

Prior to finalizing the Temperature TMDL maps and policies, the SROZ and Title 13 requirements will be shown in an overlay to see areas of overlap and potential conflict. Options for resolving issues will be discussed with the City to establish a policy and set of strategies that will be easy to understand and implement as well as meet regulatory requirements.

*Deliverable:* GIS map showing areas that would provide effective shade, SROZ requirements, and Metro Title 13 protections. A memo outlining areas for planting and areas for protection and how the different requirements might apply within those protective boundaries.

### **Task 7 – Draft TMDL Implementation Plans**

A TMDL Implementation Plan will be developed that includes the tools necessary for the City to implement the plan including management strategies and implementation timelines complete with measurable milestones. Monitoring, evaluating, adaptively managing the program, and reporting to DEQ will be included in the draft plans. This task further includes addressing “other” requirements identified in both the Willamette TMDL and the DEQ Guidance documents. Additional requirements involve a financial analysis, description of adequate legal authority, a public involvement process, and a description of strategies to develop or maintain cold water refugia. Periodic meetings with the City will provide a chance to comment on the elements of the plan as it is being developed. The schedule demonstrates the aggressive nature of this work to assure the City has sufficient time for review prior to submittal of the draft to DEQ. City comments will be incorporated into the draft plan that is submitted to DEQ in December for their review. DEQ has expressed an interest in being able to comment on the TMDL Implementation Plans prior to their finalization in March, 2008.

*Deliverable:* Draft plan for submittal to DEQ.

### **Task 8 – Evaluate Opportunities for Implementing LID Methods and Techniques**

The URS approach is to evaluate the feasibility of incorporating LID principles and practices using a two-part approach. The first part is to identify elements within the Prince George’s County, *Low Impact Development Design Strategies, An Integrated*

*Design Approach* and inform and work with the City of Wilsonville staff to identify which tools and practices in the report make good technical and economic sense for Wilsonville.

In addition, URS's approach will utilize the Center for Water Protection, *Better Site Design, A Handbook for Changing Development Rules In Your Community*. This handbook was recently released and provides an approach to identify and resolve obstacles to LID. The second part of this approach is to utilize a new (February 2007) pilot of the LEED green building program, LEED for Neighborhood Development rating system. LEED for Neighborhood Development lies within the US Green Building Council and integrates the principles of smart growth, new urbanism, and green building into a national design standard. Portions of the LEED system, such as green construction and technology may provide an appropriate framework to develop an integrated approach for LID.

Discharging storm water into any available landscaping is not a new idea for public projects in the pacific northwest, although it is still not a routine part of our site designs. But our municipal storm water programs are not yet to the point of getting a lot of people to retrofit their yards by tucking storm water management into available nooks and crannies. We think that's one of the next big opportunities for improved water quality in an urban environment. And we think that Rain Gardens are a great tool in that effort, while at the same time increasing ratepayer involvement and improving urban livability

*Deliverable:* Draft outline of technical memo identifying recommendations of goals, policies, implementation measures, codes and standards. (To be completed in Phase 2).

### **Task 9 – Review Policies, Standards, Codes and Ordinances**

A comprehensive effort will be undertaken to evaluate the sections of the Comprehensive Plan, Development Code and Public Works Standards, in terms of their ability to meet the goal of having a single, clear, and concise requirement for addressing natural resources and storm water management and to encourage habitat friendly development practices as required by Metro's Title 13. The URS team will assist with establishing goals and policies, updating codes and standards, and developing example ordinance language. Our team provides for a biologist to consult with our planner to identify the specific codes and ordinances that will fully address Title 13 issues.

LID practices will be assessed and integrated through all of the documents to assure consistency and to take advantage of any opportunities for retrofitting of existing systems. We would additionally work with the Building Official and review the Building Code, to identify opportunities and barriers for implementation of innovative LID strategies.

An important component of this project will be to develop a stormwater ordinance for the City. Currently using an existing wastewater ordinance for implementation, the City would benefit from an ordinance that addresses stormwater requirements specifically.

*Deliverable:* Draft outline of tech memo on the process including review and findings, example ordinance and code language, and a toolbox of optimum design strategies. Barriers to implementation and the potential need for conforming amendments will also be identified. (To be completed in Phase 2.)

### **Task 10 - Public Involvement**

All TMDL plans require public involvement to the degree that the public can comment on the proposed plan. The URS team will work with the City to address this issue. Buffer areas may be quite sensitive to the public and it is important that a correct and clear message is delivered. The URS team will assist the City, as appropriate, in developing the message, writing articles for local newspapers, and providing information for websites, as examples. Further public involvement is expected for Phase 2.

### **Task 11 - Final TMDL Implementation Plan**

Comments from DEQ and the Public will be incorporated, as appropriate. Further City comments will be included in the final implementation plan.

*Deliverable:* Final TMDL Implementation Plan

## ***Phase 2 - Stormwater Master Plan Update***

### **Task 1 - Review Information**

Review remaining documents associated with information to develop the storm water master plan. This will include, but not be limited to existing mapping, flood insurance information, the Hydra model, and NPDES water quality monitoring data.

### **Task 2 - Data Collection and Inventory of Existing System**

A great deal of information is available on the existing system. This information will be reviewed, checked and updated, inclusive of natural systems. The existing Hydra model will be checked for accuracy, and changes that may require updating of the model. Assumptions for developing the model will be reviewed. Further work on modeling is discussed below. City staff will be interviewed, particularly operation and maintenance staff, to add to information gathered earlier for the Phase 1 work. Gaps in data will be identified to be addressed in the following task.

*Deliverable:* GIS map of existing system and spreadsheet data base with specific information on piped and natural components of the drainage system. Tech memo will be developed summarizing efforts of this task.

### **Task 3 - Field Reconnaissance, Identification of Problem Areas, and Update of Basin Characteristics**

Field inspections will take place along with necessary survey work to fill the data gaps identified earlier. Water quality issues will be identified through this field work. Specific

problem areas will be identified, including their location and property ownership, if appropriate.

Existing problem areas will be verified with the City through staff interviews and complaint records. Per the existing master plan and discussions with City staff, there are few existing flooding areas. Water quality problems will be explored and water quality issues reviewed. Wilsonville faces typical urban storm drainage issues and is addressing these through their NPDES storm water permit. The City implements an aggressive erosion control program that addresses new development sediment control issues.

*Deliverable:* Updated GIS map including a data base describing new information, updated basin characteristics, and depicting current problem areas. Tech memo summarizing results.

#### **Task 4 - Computer Modeling Options and Recommendations**

Wilsonville's existing computer model will be reviewed and evaluated. Evaluation of the Hydra model, along with other hydrologic and hydraulic software will be presented to the City. URS has the expertise to work with Hydra if the City chooses to continue to use this software. Although the program has some limitations, there may be reasons to continue to work with the existing software, including familiarity of the City with the program and budgetary constraints.

*Deliverable:* Tech memo describing results of model review and recommendation for model use for this project.

#### **Task 5 - Analyze Existing and Future Hydrologic and Hydraulic Conditions**

Using Hydra, or another H&H model, the URS team will evaluate the City's storm drain system for existing and future conditions, for the 2, 5, 10, 25, 50, and 100 year storm events. Folded into the analysis will be alternative solutions, such as LID systems, Rain Gardens, and other on-site treatment of storm water. After existing and future deficiencies of the storm drain system are identified, appropriate alternatives will be presented for review. Alternatives may include a traditional system, an on-site/LID approach, and/or a hybrid of the two, as appropriate for each situation.

*Deliverable:* A map indicating existing and future deficiencies along with a second map identifying alternatives. A technical memo summarizing the analysis and results.

#### **Task 6 - Water Quality Analysis**

A water quality analysis of the City's existing system will be performed by the URS Team. After reviewing the master plan, a recommendation will be made regarding which model to pursue for water quality analysis. Pollutant loadings will be developed along with potential pollutant reductions for incorporating LID systems and for construction of water quality systems by new development. Water quality facilities for implementation by the City will be evaluated to determine cost effectiveness of the facility and

effectiveness in removing pollutants by the facility. This analysis and information can be used directly by the City in developing benchmarks for the bacteria TMDL, and mercury, if appropriate. (Benchmarks are not required for temperature and it is highly unlikely that mercury will have a benchmark requirement by the time the City renews their NDPES permit.)

*Deliverable:* Model providing pollutant loadings for current and future conditions and recommendations for water quality facilities. A technical memo will summarize the process, the analysis and the findings.

### **Task 7 - Develop CIPs for Water Quantity and Quality**

A preliminary list of recommendations will be developed for areas of deficiencies identified in the above analyses for existing and future development for both Water Quantity and Quality. Alternatives involving traditional and LID solutions will be evaluated for both new development and retrofit opportunities and presented to the City for review and comment. Projects that pass this screening will be developed further to include fact sheets and planning level cost estimates. Fact sheets will include major project components, problems to be addressed, and prioritized for implementation. This information will be submitted to the City for review. Final fact sheets will define the difference between components required for existing problems and for future development, in order to track eligible System Development Costs.

CIP projects will be prioritized, using criteria developed by City and the URS team, for implementation on a 1-5 year, 10 year and 20 year schedule. CIPs will be presented in an Excel spreadsheet identifying priority rankings and costs.

*Deliverable:* Fact Sheets with cost estimates, prioritized schedule, and a map indicating locations of proposed CIPs. Information will be provided on spreadsheets compatible with City software. A technical memo shall describe the analyses and results of developing the prioritized CIP list for the City.

### **Task 8 - Evaluate Opportunities for Implementing LID Methods and Techniques**

Complete work started in Phase 1.

*Deliverable:* Technical memo identifying recommendations of goals, policies, implementation measures, codes and standards.

### **Task 9 - Review Policies, Standards, Codes and Ordinances**

Complete work started in Phase 1.

*Deliverable:* Tech memo on the process including review and findings, example ordinance and code language, and a toolbox of optimum design strategies. Barriers to

implementation and the potential need for conforming amendments will also be identified.

## **Task 9 – Financial Analysis**

### **Revenue Requirements – Matching Revenues to Service Level Targets**

The revenue requirements analysis establishes the amount of revenue to be generated by Wilsonville from storm water surcharges (rates) and system development charges (SDC). This is linked to projected utility cash requirements, applicable bond covenants, such as coverage requirements and reserve funding, and written City policies regarding the storm water utility's financial management.

**The following subtasks are anticipated:**

#### **Develop Revenue Requirement Models**

Develop, or modify from the 2001 storm water financial analysis prepared by SPA, a surcharge model to reflect specific policy issues of the City. Integrate the results of the capital financing analysis into the revenue requirements analysis, including system development charges, debt service, surcharge-funded capital, reserve funding and coverage requirements.

#### **Forecast Revenues and Expenses**

Develop a forecast of revenues and expenses for a five and ten-year period (through 2018). Evaluate potential impacts of capital improvements, operations costs and customer growth by year. Compare revenue requirements with 5 year and 10 year CIPs and determine corresponding rates.

#### **Evaluate Fiscal Policies**

Evaluate existing City fiscal policies in terms of their applicability to surface water surcharges and their conformity with policies in the water and sewer utilities. Evaluate the impacts of policy options on the level of surcharge increases needed. A particularly important policy discussion will be the annual level of cash that is set aside to fund the future repair and replacement of system assets; operating and capital reserves and the use of financial incentives for low impact development and/or retrofit. This task will also include an evaluation of alternative funding approaches which the City may want to consider over and above the surcharges and SDC's.

#### **Prepare Surcharge Models for Delivery**

The surcharge (rate) model developed during the study will be finalized and formatted for use by the City as part of this task. This will include testing of the model, setting up input screens for the capital schedule, defining line item entries that coincide with Wilsonville's budgeting process and adjusting them as needed, creating basic summary reports and graphics, and automating routine processes. The focus of this task will be to make the model easy for City staff to use and update.



### **SDC Update**

SPA will work with URS during development of the CIP to prepare accurate allocations of project costs between existing City storm water customers and anticipated future connections to the City's storm water system. The SDC will also consider incentives or SDC credits to promote low impact development. The results of the SDC analysis will be integrated into the overall storm water financial model.

### **Workshop**

A workshop will be held with City staff to present the financial analysis and incorporate any revisions.

*Deliverables:* Documentation of the storm water surcharge requirements, SDC analysis, surcharge forecast and recommendations, including proposed amendments to Wilsonville's ordinances.

### **Task 10 - Public Involvement for the Storm Water Master Plan**

Outreach to the public is important during the master planning process since storm water policies and BMPs often impact the public directly and are highly visible. Providing for public input and incorporating appropriate comments will aid the City in implementation of the final master plan. The URS team will assist the City with at least one public workshop and two public meetings, to address the City Council and the City Planning Commission, with developing presentation materials and giving presentations on the master plan elements. Outstanding issues, controversial issues and new alternatives, will be presented to the public for input and discussion.

The URS team will work with the City throughout the project to identify issues that would benefit from public review and input. We will look for opportunities to provide updates that could be posted on the City's website and inserted into the City's newsletter. Additional efforts can be discussed including presentations to the local Chamber of Commerce and to local schools.

*Deliverables:* Presentation materials which may include a PowerPoint presentation, boards showing maps of alternatives, flyers, and news articles.

### **Task 11 - Develop Draft and Final Storm Water Master Plan**

Incorporate all analyses and findings of Phases 1&2 into a draft document for City review. Following City review, incorporate all comments and develop a final draft Master Plan.

*Deliverable:* Draft and Final Master Plans with text, tables, and figures and appendixes.

### **Task 12 - Design Build Services**

URS understands that under this task, the City may require the assistance of URS to prepare RFPs for design/build projects. The City may also request URS to provide

construction oversight for design/build projects. At this time, there is no budget for this Task. In the future, as required, URS will negotiate the scope and budget for this assistance. Under Task 7, URS will be developing the CIPs with the intent of potentially using design/build as a means to implement the CIPs.

*Deliverable:* Work to be performed at City's request. Scope and budget to be determined at a later date. No scope or budget is provided at this time.

Exhibit B

**City Services to be supplied:**

1. Provide a project manager responsible for the overall project management and who will provide coordination between the Consultant and the City, and any of the City's other service providers.
2. Coordinate multiple City reviewers to prepare a consolidated direction to the Consultant, including legal review of all contract documents.
3. Make available City policies, regulations, guidelines and records such as maps and as-built information, as necessary.
4. Prepare and transfer all required drainage system data, both hard copy and electronic.
5. Conduct public meetings and hearings.
6. Provide other pertinent information to the Consultant upon request. (Also available as requested)

# Exhibit C

## URS Cost Estimate for City of Wilsonville Stormwater Master Plan Upgrade

	Krista Reising (QA/QC)	Ela Whelan (project manager)	Ana MacDonald (Senior Geologist)	William Long	Chuck Manning (Senior Engineer)	Angela Brown (Project Engineer)	Kathi Futernick	Herman Rodriguez (Project Engineer)	Shannon Spolek, Admin Support	Cary Engle	Stephen Poage	John Van Steven PHS	PHS, Bolander 2	PHS, Scientist 1	PHS, Administration	Den Ngan, Nurse Ngan	Kevin Perry, Nurse Ngan	Caroline Corliss, Angela Planning Group	GeoDataBase	Sharon Pigott	Total Labor Hours	Total Labor Cost	OT/Ce	Total Cost	
<b>Billing Rate</b>	\$150	\$141	\$134	\$150	\$112	\$88	\$150	\$81	\$81	\$150	\$150	\$110	\$90	\$85	\$54	\$115	\$85	\$133	\$50	\$120					
<b>Project Management</b>																									
a. Project Management/QA/QC	8	15							20												43	\$ 5,082	\$ 250	\$ 5,332	
b. Project Status Meetings, Kick-off Meeting		13							6		4					4		4		4	37	\$ 4,685		\$ 4,685	
<b>Subtotal</b>	<b>8</b>	<b>30</b>							<b>28</b>		<b>4</b>					<b>4</b>		<b>4</b>		<b>4</b>	<b>80</b>	<b>\$ 9,767</b>	<b>\$ 250</b>	<b>\$ 10,017</b>	
<b>Phase 1 - TMDL Implementation Plan</b>																									
1. Review Info		12				12					4	2									30	\$ 3,480		\$ 3,480	
2. Develop Study Area for Future Extensions		2																8			10	\$ 1,408		\$ 1,408	
3. Develop Draft TMDL Implementation Plan for Mercury and Bacteria	4	6	4			12															26	\$ 3,420		\$ 3,420	
4. Review Temperature Issues		8				4					6	8									28	\$ 3,204		\$ 3,204	
5. Develop Draft Temperature TMDL Implementation Plan	4					16					22	28	20			4	4				148	\$ 14,867		\$ 14,867	
6. Overlay SROZ map and Title 13 Areas Map onto Temp. Buffers		2								6	5							38	14		65	\$ 8,158		\$ 8,158	
7. Draft TMDL Implementation Plans	4					8					12	14	4	4							52	\$ 5,234	\$ 900	\$ 5,734	
8. Evaluate Opportunities for Implementing LID Methods and Techniques	2	4	4						20		16	8	2			2	20	10			90	\$ 10,970		\$ 10,970	
9. Review Policies, Standards, Codes and Ordinances	2	4	4						10		6							20			46	\$ 6,475		\$ 6,475	
10. Public Involvement		6				4															12	\$ 1,534	\$ 600	\$ 2,024	
11. Final TMDL Implementation Plan	4	16	4			24					8	6		7							57	\$ 8,211	\$ 1,000	\$ 10,211	
<b>Subtotal</b>	<b>30</b>	<b>64</b>	<b>16</b>			<b>63</b>	<b>30</b>		<b>8</b>		<b>84</b>	<b>73</b>	<b>28</b>	<b>11</b>	<b>6</b>	<b>24</b>	<b>76</b>	<b>78</b>		<b>616</b>	<b>\$ 77,717</b>	<b>\$ 2,288</b>	<b>\$ 79,997</b>		
<b>Project Management</b>																									
a. Project Management/QA/QC	8	15							20												43	\$ 5,082	\$ 250	\$ 5,332	
b. Project Status Meetings, Kick-off Meeting		15							6												21	\$ 2,678		\$ 2,678	
<b>Phase 2 - Storm Water Master Plan</b>																									
1. Review Information		4				8	4	8			4					4	12				44	\$ 4,603		\$ 4,603	
2. Data Collection and Inventory/Update Basin Characterization		4				8		8													20	\$ 1,989		\$ 1,989	
3. Field Reconnaissance and Identification of Problem Areas		4				16		8			8	5	12				8				61	\$ 5,875		\$ 5,875	
4. Computer Modeling Recommendations				10	10			20													40	\$ 4,282		\$ 4,282	
5. Analyze Existing and Future Hydrologic and Hydraulic Conditions	4	8		10	10			60													112	\$ 11,107		\$ 11,107	
6. Water Quality Analysis	4	8				40															52	\$ 5,402		\$ 5,402	
7. Develop CIP for Water Quantity and Quality	8	16	4			12		24		8	8	18	14			4					114	\$ 15,318		\$ 15,318	
8. Evaluate Opportunities for Implementing LID Methods and Techniques	2	4	4				10				8	8	2			2	40	10			90	\$ 10,055		\$ 10,055	
9. Review Policies, Standards, Codes and Ordinances	2	8	4				10				8							55			65	\$ 9,150		\$ 9,150	
10. Financial Analysis		4																							
11. Public Involvement for the Storm Water Master Plan		18															10	24	24		140	144	\$ 16,221		\$ 16,558
12. Develop Draft and Final Storm Water Master Plan	4	16	8			36	8	16	16		8	8	8	11		10	16	24			191	\$ 20,025	\$ 1,500	\$ 21,525	
13. Design Build Services																								TBD	
<b>Subtotal</b>	<b>32</b>	<b>124</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>120</b>	<b>32</b>	<b>164</b>	<b>42</b>	<b>8</b>	<b>8</b>	<b>50</b>	<b>33</b>	<b>22</b>	<b>11</b>	<b>10</b>	<b>60</b>	<b>67</b>	<b>48</b>	<b>140</b>	<b>1,073</b>	<b>121,964</b>	<b>3,250</b>	<b>124,971</b>	
<b>Total</b>	<b>60</b>	<b>218</b>	<b>36</b>	<b>20</b>	<b>20</b>	<b>200</b>	<b>62</b>	<b>184</b>	<b>70</b>	<b>8</b>	<b>8</b>	<b>138</b>	<b>108</b>	<b>43</b>	<b>22</b>	<b>20</b>	<b>104</b>	<b>167</b>	<b>128</b>	<b>144</b>	<b>1,749</b>	<b>238,567</b>	<b>6,750</b>	<b>214,953</b>	

1. A 5% markup is included for subconsultants.