

# City Council Meeting July 6, 2020



**Executive Session 4:30pm**

**Work Session 5:30pm**

**Council Meeting 7:00pm**

**(All held in Council Chambers)**

This meeting is taking place with social distancing precautions in place:

- Councilors are participating virtually, via Zoom videoconferencing.

## **To Provide Public Comment**

- 1) Written comments may be submitted to the City Recorder (Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR 97070).
- 2) Digital comments (email) may be submitted to [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us).
- 3) Individuals may participate online through the Zoom videoconferencing platform. Contact City Recorder at [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us) or by phone at (503) 570-1506 to register.

**You can watch the City Council Meeting here:**

You Tube: [youtube.com/c/CityofWilsonvilleOR](https://www.youtube.com/c/CityofWilsonvilleOR)

# City of Wilsonville

City Council Meeting

July 6, 2020



**AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
JULY 6, 2020  
7:00 P.M.**

**CITY HALL  
29799 SW TOWN CENTER LOOP EAST  
WILSONVILLE, OREGON**

Mayor Tim Knapp

Council President Kristin Akervall  
Councilor Charlotte Lehan

Councilor Joann Linville  
Councilor Ben West

**CITY COUNCIL MISSION STATEMENT**

To protect and enhance Wilsonville's livability by providing quality service to ensure a safe, attractive, economically vital community while preserving our natural environment and heritage.

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**Executive Session, Work Session and City Council meetings  
will be held in the Council Chambers, City Hall, 1<sup>st</sup> Floor**

- 4:30 P.M. EXECUTIVE SESSION [60 min.]**  
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions  
ORS 192.660(2)(h) Legal Counsel / Litigation
- 5:30 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT [5 min.]**
- 5:35 P.M. COUNCILORS' CONCERNS [5 min.]**
- 5:40 P.M. PRE-COUNCIL WORK SESSION**  
A. Police Policy, Reform and Local Alternative Staff Report (Cosgrove/Wurpes/Monahan, Leo) [40 min.]  
B. 2020 Street Maintenance Contract Award (Huffman) [15 min.]  
C. Public Works Complex Contract (Kerber) [15 min.]
- 6:50 P.M. ADJOURN**
- 

**CITY COUNCIL MEETING**

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, July 6, 2020 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on June 16, 2020. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

**7:00 P.M. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance
- C. Motion to approve the following order of the agenda and to remove items from the consent agenda.

**7:05 P.M. MAYOR'S BUSINESS**

- A. Citizens Academy Graduation (Monahan)
- B. Upcoming Meetings

**7:30 P.M. COMMUNICATIONS**

- A. None.

**7:30 P.M. CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS**

This is an opportunity for visitors to address the City Council on items *not* on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

**8:05 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

- A. Council President Akervall
- B. Councilor Lehan
- C. Councilor West
- D. Councilor Linville

**8:15 P.M. CONSENT AGENDA**

A. **Resolution No. 2823**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Stantec Consulting Services To Provide Engineering Consulting Services For The Water Treatment Plant Expansion Project (Capital Improvement Project #1144). (Nacrelli)

B. **Resolution No. 2827**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Knife River Corporation - Northwest For Construction Of The 2020 Street Maintenance Project (Capital Improvement Project 4014 And 4118). (Huffman)

C. **Resolution No. 2828**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Personal Services Agreement Contract With Scott|Edwards Architecture LLP For Final Design And Construction Documents Services For The Public Works Complex Project (Capital Improvement Project #8113). (Kerber)

**8:25 P.M. NEW BUSINESS**

A. **Resolution No. 2833**

A Resolution Of The City Of Wilsonville Authorizing The City Of Wilsonville To Enter Into An Intergovernmental Agreement With Washington County For Reimbursement Of Small Business Emergency Assistance. (Vance)

7/2/2020 1:53 PM Last Updated

**8:35 P.M. CONTINUING BUSINESS**

A. None.

**8:35 P.M. PUBLIC HEARING**

A. **Resolution No. 2830** (*Legislative Hearing*)

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2020-21. (Katko)

**8:45 P.M. CITY MANAGER'S BUSINESS**

**8:50 P.M. LEGAL BUSINESS**

**8:55 P.M. ADJOURN**

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated.) Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting if required at least 48 hours prior to the meeting. The city will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting: Qualified sign language interpreters for persons with speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503) 570-1506 or [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us).



**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b> July 6, 2020</p>	<p><b>Subject:</b> Police Policy, Reform and Local Alternative</p> <p><b>Staff Member:</b> Bryan Cosgrove, City Manager; Chief Rob Wurpes, and Zoe Monahan, Assistant to the City Manager</p> <p><b>Department:</b> Administration</p>	
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>	
<p><input type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:</p> <p><input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input checked="" type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><b>Comments:</b> N/A</p>	
<p><b>Staff Recommendation:</b> This is for information and Council direction.</p>		
<p><b>Recommended Language for Motion:</b> N/A</p>		
<p><b>Project / Issue Relates To:</b> City Council has requested information regarding local law enforcement use of force policies, an overview of state and federal legislative efforts on police reform, and options to address equity and inclusion in the Wilsonville community.</p>		
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

Acknowledge the provided information and provide direction on desired next steps.

## **EXECUTIVE SUMMARY:**

City Council expressed concern at recent City Council meetings about police use of force policies, training requirements, and the impacts of disparate policing in the African American community. Conversations about these issues are occurring at the federal, state and local level. This report provides a high-level summary of legislation, information from surrounding law enforcement agencies and Clackamas County Sheriff's Office regarding the 8 Can't Wait campaign, as well as actions for City Council consideration around a community wide diversity, equity and inclusion program.

### **Background:**

On May 25 George Floyd, was killed by police officers in Minneapolis Minnesota during an arrest. Floyd and onlookers pleaded for the police officer to remove his knee from his neck. This event triggered over 2,000 demonstrations and protests around the United States and worldwide with a focus on police brutality and accountability as well systemic racism. Over 300 Wilsonville residents participated in a local demonstration on June 10, 2020. The City Council has expressed concern about these issues and directed staff to provide information regarding police use of force policies, police accountability and to explore programs and policies to increase Wilsonville's efforts in the areas of equity and inclusion.

### **Federal Efforts:**

President Trump signed a Policing Accountability and Reform Executive Order (Attachment 1). There are also legislative efforts being proposed without much movement at the Federal Level. Senator Merkley is a co-sponsor of the Justice in Policing Act 2020, which is intended to address systemic racism and brutality in policing. The Senator's office expects this bill to pass the House but not the Senate. The Justice Act was also put forward by Senator Scott but it will not advance because it was blocked by a procedural vote. (Attachment 2)

### **State Efforts:**

The Oregon State Legislature met briefly from June 24-26, 2020 in a special session. During that time they addressed a number of police reform actions which Greg Leo, Wilsonville Legislative Consultant, has detailed in Attachment 3. Here is a brief list of legislation that passed both houses and are likely to be signed by Governor Kate Brown:

#### **HB 4201 – Joint Committee on Transparent Policing and Use of Force Reform Summary:**

Establishes a committee to examine policies to improve transparency in investigations and police protocols and to examine use of force policies. The committee will make recommendations by December 31, 2020. Awaiting the Governor's signature.

#### **HB 4203 – Outlaw the use of respiratory restricting restraints Summary:**

Declares that a peace officer may not use physical force that limits the ability of a person to breathe, including but not limited to choke holds. Awaiting the Governor's signature.

#### **HB 4205 – Duty to report and intervene Summary:**

Directs Department of Public Safety Standards and Training to adopt rules requiring police and reserve officers to intervene to prevent or stop another officer from engaging in an act that is unethical or that violates laws, rules or policy. Awaiting the Governor's signature.

**HB 4207 – Transparency of police discipline records Summary:**

Directs Department of Public Safety Standards and Training to establish a statewide online public database of police officer discipline records. Awaiting the Governor’s signature.

**HB 4208 – Protecting freedom of speech and assembly from excessive force Summary:**

Prohibits law enforcement agencies from using tear gas or from using long range acoustic devices or sound cannons. Awaiting the Governor’s signature.

**SB 1604 – Discipline guidelines and arbitration decisions Summary:**

Requires an arbitrator to uphold a discipline decision should they agree that misconduct occurred, as long as the discipline lines up with the discipline guide. The disciplinary guide or matrix would be a mandatory subject of collective bargaining. Awaiting the Governor’s signature.

**Surrounding Law Enforcement Agencies Response to 8 Can’t Wait Campaign:**

Beaverton has outlined their response to the “8 Can’t Wait” campaign (Attachment 5). They note that they strive to improve community interactions. The department does not train officers on tactics such as chokeholds or strangle holds. They do provide de-escalation training annually. The department requires that officers use objectively reasonable force and they require reporting use of force.

Lake Oswego Police Department (LOPD) responded to the “8 Can’t Wait” campaign (Attachment 6). They also outlined that there is existing case law and explain that there are parameters for when force can be used. LOPD uses objective reasonableness to determine if use of force is necessary. They require that use of force be reported to a supervisor (per their policy and training) and documented in the police report. Officers also report if force, such as a firearm, is displayed.

Tigard has compared their Police Policies to the “8 Can’t Wait” campaign (Attachment 7). They are meeting seven of the eight areas except “develop a force continuum” which is not supported by legal advisors of the Police Executive Research Forum. Their most recent policy update specifically prohibits the use of “carotid artery hold” although it was removed from their policies in November 2018.

West Linn has established a task to recommend policy and procedure changes to eliminate discriminatory practices in the West Linn Police Department. The task force will begin meeting in July 2020. Similar to other jurisdictions, West Linn’s use of force policies require any use of force to be reasonable based on the situation. The use of force, specifically the carotid control hold, is to be reported to a supervisor and documented.

**Local Response to 8 Can’t Wait:**

Chief Wurpes provided an outline of the Clackamas County Sheriff’s Office (CCSO) Policy and Procedures as they relate to the “8 Can’t Wait” Campaign (Attachment 10). Here is a summary of those policies and CCSO’s position.

1. Ban Chokeholds & Strangulation



- CCSO will look to amend policy to specifically address chokeholds and strangleholds but will wait for changes to legislation (HB 4203) to ensure policy is compliant with state.
2. Require De-Escalation
    - De-escalation is part of the culture and common practice at CCSO. De-escalation training is required for all new hires, as well as ongoing training in this area on a monthly basis.
    - Policy addresses de-escalation as a practice though CCSO does not use the specific term “de-escalation”.
    - CCSO will amend their policy in this area based on recent legislative efforts.
  3. Require Warning Before Shooting
    - CCSO currently meets this criteria.
  4. Exhaust all Alternatives Before Shooting
    - Our policy follows the standard set by the United States Supreme Court in *Graham v Conner*, 490 U.S. 386 (1989) and *Tennessee v. Garner*, 471 U.S. 1 (1985), which allows deputies to use deadly force *to protect themselves or others from what they reasonably believe would be an imminent threat of death or serious bodily injury*.
  5. Duty to Intervene
    - CCSO does not currently have a policy/procedure that addresses “intervention” specifically; Currently requires reporting only:  
  
Response to Resistance (Use of Force) Reporting,  
“Employees must report to a supervisor any employee that uses excessive or inappropriate force. A complaint on a deputy’s use of force shall be examined in accordance with professional oversight policies”.
  
    - CCSO is looking at amending policy to be more specific and follow any potential legislative directives such as HB 4205.
  6. Ban Shooting at Moving Vehicles
    - CCSO currently meets this criteria.
  7. Require Use of Force Continuum
    - This is no longer considered best practice. CCSO’s use of force training is created to fit within state and federal laws and stays up to date with most current court case rulings and best practices by DPSST and CCSO to use a reasonable amount of force based on totality of the circumstances.
  8. Require Comprehensive Reporting
    - CCSO currently meets this criteria.

**Local Options:**

The City is in a unique situation because law enforcement services are provided by Clackamas County Sheriff's Office. The City Council can direct staff to work with the other two contract cities (Happy Valley and Estacada) and CCSO to create a process by which the contract cities receive reports of officer misconduct, including but not limited to, use of force. The City can advocate that the CCSO continually update policies and training practices to reflect state and federal law and include law enforcement best practices.

Another option is for the City Council to issue a proclamation to end systemic racism and that Black Lives Matters. This would be similar to language incorporated into multiple police reform bills at the state level. The City Council also directed staff to evaluate a Diversity, Equity and Inclusion Committee, which will be brought back to the City Council at a later date.

Finally, the Council could also consider becoming a member of My Brother's Keeper (MBK) Alliance. This program was created by President Obama following the shooting of Trevon Martin to increase opportunities and reduce violence against black males. There are four steps to MBK: 1) publicly commit to the program and identify a point of contact, 2) host a summit, 3) conduct policy review and recommendations for action 4) launch plan of action, next steps and timetable for review

The program has six core areas of focus to choose from:

- 1) Getting a healthy start and entering school ready to learn
- 2) Reading at grade level by third grade
- 3) Graduating from high school ready for college and career
- 4) Completing postsecondary education or training
- 5) Successfully entering the workforce
- 6) Keeping kids on track and giving them second chances

MBK also provides resources (materials, guidelines, grant opportunities) to complete the plan and host the summit. They will also provide training. The City can use this as a part of our diversity work for the community as long as demographic information is reported separately.

**EXPECTED RESULTS:**

N/A (Varies based on direction.)

**TIMELINE:**

N/A (Varies based on direction.)

**CURRENT YEAR BUDGET IMPACTS:**

At this time there are not budget impacts. A Study or Strategy will have an impact on the FY 20-21 budget. This could require a supplement budget depending on Council Direction.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: KAK Date: 7/1/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 7/1/2020

**COMMUNITY INVOLVEMENT PROCESS:**

The City Council has received direct communication from community members via email, social media and at during public comment expressing concerns about policing and requesting action. Additional, community engagement will be provided via Let's Talk Wilsonville! to start a conversation with the community.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

Enhancing our commitment to safe policing practices will continue to bring the community and law enforcement together. The City could also adopt a Black Lives Matter statement similar to the language adopted at the state level to stand with people of color and acknowledge the experiences black people have experienced with law enforcement over the years.

The My Brother's Keeper program could help to bring the community together and start the process by engaging a diverse group of community members to develop recommendations and an action plan.

**ALTERNATIVES:**

The Council can choose to direct staff to implement some or all of the options, or consider additional options. The Council could also choose not to take any action at this time.

**CITY MANAGER COMMENT:**

This is a moment for listening and reflection. It is incumbent upon municipal governments to ensure that every member of their respective community feels safe and valued. The City of Wilsonville is committed to the principles of equity, inclusion and equal treatment under the law. Staff is committed to working with Council and the community to ensure we meet this moment.

**ATTACHMENTS:**

1. President's Executive Order "Policing Accountability and Reform" Statement
2. Senator Merkley's Staff Outline of Police Reform Bills
3. Greg Leo's Police Legislation Report
4. 8 Can't Wait Diagram
5. City of Beaverton 8 Can't Wait Policy
6. City of Lake Oswego 8 Can't Wait Response
7. City of Tigard 8 Can't Wait Campaign Comparison
8. City of Tigard Police Policy Dated January 6, 2020
9. City of West Linn Policy dated April 15, 2020
10. Clackamas County Sheriff's Office Comparison to 8 Can't Wait
11. My Brother's Keeper introduction presentation
12. My Brother's Keeper Challenge

White House Statement regarding the President's executive order on the Policing Accountability and Reform:

**PRESIDENT DONALD J. TRUMP IS TAKING UNPRECEDENTED STEPS TO STRENGTHEN RELATIONS BETWEEN LAW ENFORCEMENT AND THEIR COMMUNITIES**

*"We must invest more energy and resources in police training and recruiting and community engagement." – President Donald J. Trump*

**IMPLEMENTING BEST PRACTICES: President Donald J. Trump is taking historic action to increase the adoption of best practices in law enforcement and support a safe and secure America.**

- President Trump is issuing a new Executive Order that will encourage law enforcement agencies to implement best practices and protect the communities they serve. ○ Our law enforcement officers provide critical protection to all Americans, and we need to work collectively to strengthen relationships across our country.
- Under the Order, the Attorney General will allocate certain grant funding to only those law enforcement agencies that meet high standards, including around use-of-force and de-escalation, as credentialed by reputable independent bodies.
- The Order provides incentives for law enforcement agencies to use a nationwide database to track terminations, criminal convictions, and civil judgments against law enforcement officers for excessive use-of-force, which will create accountability between agencies.
- The Administration will prioritize training and other programs for police and social workers responding to incidents involving the mentally ill, addicted, and homeless.
- President Trump is directing his Administration to develop and propose new legislation to Congress to further the policies of the Order and build community engagement.

**UNITING AMERICAN COMMUNITIES: President Trump is taking action to unite our Nation and ensure safer communities for all Americans.**

- Every day, law enforcement officers make great sacrifices to keep our citizens safe. ○ Last year alone, 89 law enforcement officers were killed in the line of duty
- In 2018, our police arrested nearly 12,000 people for murder and manslaughter, 25,000 people for rape, and nearly 1.5 million for assault.
- The overwhelming majority of the law enforcement community bravely perform their duties with integrity and honor.

- Close ties between law enforcement and their communities are important in all communities.
- President Trump's Order seeks to redouble our efforts as a Nation to engage directly with our neighbors and secure lasting relationships across all communities.

**KEEPING AMERICANS SAFE: President Trump is improving fairness and equality in our criminal justice system, while keeping our communities safe.**

- President Trump has led the way on groundbreaking criminal justice reform, taking a smart-on-crime approach to make our communities safer.

The President brought together a broad coalition including law enforcement, faith groups, community organizations, and more to support the First Step Act.

- The President established the Presidential Commission on Law Enforcement and the Administration of Justice, examining how to improve community relations between the public and law enforcement.
- President Trump revitalized Project Safe Neighborhoods to help reduce violent crime in communities all around the country.
- Thanks to the President's efforts, both the violent crime rate and murder rate in America has fallen for two consecutive years.

## Federal Police Accountability Legislation – A work in Progress

Thanks to Dan Mahr, Senator Merkley’s Office for assistance on current Federal Legislation.

[Justice in Policing Act of 2020](#), which has been introduced in the House and Senate. The House will likely pass it this week, but its chances in the Senate are not good.

Here is the [JUSTICE Act](#), introduced by Senator Scott. It made news today because a procedural vote was blocked. While it did some good things like making lynching a federal crime and making progress on not allowing officers to engage in sexual conduct with people in their custody, it did not address a number of other reform priorities: no qualified immunity reform, does not create a misconduct registry, does not ban no-knock warrants, and frankly relies too much on forming commissions.

Senate Democrats have criticized the bill for not enacting real structural change and encouraged Senate Republicans to the table to negotiate a real bi-partisan bill (the JUSTICE Act was not even marked up in the Judiciary Committee).

Senator Merkley’s statement on the Federal Justice Act Legislation:

NEWS FROM OREGON’S SENATOR  
**JEFF MERKLEY**



FOR IMMEDIATE RELEASE

Contact: [Martina McLennan/Ray Zaccaro](#)

June 24, 2020

202-224-3753

## After Senate Vote, Merkley Calls for Real Change in American Policing

WASHINGTON, D.C. – Oregon’s U.S. Senator Jeff Merkley released the following statement after voting against Republican-drafted legislation that fails to enact any structural change to policing in America. Merkley is a cosponsor of the *Justice in Policing Act*, a bill that would enact sweeping changes to address systemic racism and brutality in policing, but that Senate Majority Leader Mitch McConnell has refused to bring to the floor for a vote.

“Millions of Americans have taken to the streets to demand real change across our nation. For decades, we have tried studies, commissions, and incentives to try to change the culture of policing in America. But Black and Brown Americans still live in fear that if they have an encounter with the police, they or their loved ones may not come home. It’s time to stop putting the same inadequate band-aids on this gaping wound. We need bold solutions.

“The goal we should all be working for is to produce a public safety system that is dedicated to the welfare of every member of the community, regardless of the color of their skin. As many have observed, the Republican bill does not change any of the structures that have contributed to systemic racism. It does not create real accountability for those who abuse the badge. It does not create a database of misconduct with full transparency. It does not even try to end some of the worst and most dangerous practices, like the no-knock warrant that cost Breonna Taylor her life.

“I hope that the result of today’s vote is that the majority will agree to work in a bipartisan fashion to put together a bill that will truly tackle these systemic issues. That’s the type of bill that should be debated by the Senate, with a chance to contribute significantly to public safety for all.

“Americans have lived our whole lifetimes under a public safety system that, all too often, has inflicted harassment, brutality and even death on Black and Brown people for no reason other than the color of their skin. If we want to change this within our lifetimes, we must seize this moment to enact systemic change. Now is the time for real action.”

###

**Oregon Legislature**  
**First Special Session of 2020**  
***Police Accountability Legislation***

***Report by Greg Leo, Government Affairs Consultant to the City of Wilsonville***  
***June 2020***

“I could not have imagined two months ago that we would be holding a special session in a closed building, with virtual meetings, social distancing, and face masks, But here we are, 24 bills passed, more than 600 pieces of public testimony submitted, over 100 people gave virtual committee testimony, all in only three days.”

– *Senate President Peter Courtney*

On Friday, June 26th, the a Special Session of the Oregon Legislature passed six criminal justice reform bills, by wide bipartisan margins, to address police reforms championed by the People of Color Caucus to address issues of police accountability, transparency and make meaningful “Whereas clause” statements to give emphasis to “Black Lives Matter” in Oregon Statutes. The legislature passed six bills and created a Special Joint Committee to address additional police accountability issues directly in future legislative sessions.

The Wilsonville City Council is developing goals and specific strategies around equity, inclusion and nondiscrimination in all aspects of city government and asked for a review of Federal and State legislative and regulatory changes which assure that Wilsonville policing is consistent with community values of justice, nondiscrimination and accountability.

It is clear that there will be much more work on police accountability issues in future session, but the legislation passed by strong bipartisan votes shows support for reforms and a commitment to addressing the issues of police accountability, transparency and the use of military style munitions on demonstrators exercising free speech and assembly. Black Legislative leaders Senator Lew Frederick and House Judiciary Chair Representative Janelle Bynum were complimentary of the participation of law enforcement leadership in working through these issues.

## **State Legislation passed in the June Special Legislative Session**

### **SB 1604 (SB 1657A, 2020 Short Session) – **Discipline guidelines and arbitration decisions****

**Summary:** Requires an arbitrator to uphold a discipline decision should they agree that misconduct occurred, as long as the discipline corresponds with the discipline guide. The disciplinary guide or matrix would be a mandatory subject of collective bargaining. This legislative concept has passed the Oregon Senate twice, but died in the House Committee upon adjournment in the 2020 Short Session. No Amendments. Passed Joint Committee unanimously.



**Action:** The bill was widely supported by a large coalition, except police unions. No amendments were posted to the bill and it passed out of committee unanimously.

**Outcome:** The bill passed both chambers unanimously.

**What this bill does:** Requires disciplinary action ordered as a result of arbitration involving misconduct by a sworn law enforcement officer of law enforcement agency, as define in *ORS 131.930*, to match the disciplinary action imposed by the agency, if the arbitrator makes a finding of misconduct consistent with the law enforcement agency's finding of misconduct and the disciplinary action was imposed pursuant to a discipline guide or matrix. Makes disciplinary guide or matrix subject of collective bargaining. Defines discipline guide and discipline matrix. Applies to collective bargaining agreement entered into on or after effective date of Act. Declared emergency, effective on passage.

**Key Points of discussion:**

- Many state and local government employees, including employees of states, counties, cities, and school districts, are subject to the Public Employee Collective Bargaining Act (PECBA). Law enforcement officers are covered under PECBA. A public employer and a collective bargaining unit may reach a written agreement on grievance procedures.
- As a condition of enforceability, an arbitration award that orders the reinstatement of public employee or otherwise relieves the employee of responsibility for misconduct must comply with clearly defined public policy in statute or judicial decisions. Resolution of disputes over conditions and terms of a contract may be resolved through binding arbitration.
- Senate Bill 1604 (2020) requires an arbitrator who makes a finding of misconduct consistent with the law enforcement agency's finding of misconduct to impose the same disciplinary action that was imposed by the agency, so long as the discipline was done pursuant to a discipline guide or matrix that was adopted by the agency as a result of collective bargaining.
- Legislation supported by the League of Oregon Cities and Association of Oregon Counties; Supported by Rep. Noble and Rep Lewis, both former Police Chiefs. Supported by Senator Thatcher, Senior Minority Member, Senate Judiciary Committee.

**HB 4207 – Transparency of police discipline records**

**Summary:** Directs Department of Public Safety Standards and Training to establish a statewide online public database of police officer discipline records.

**Action:** The -6 amendments alter the requirements and clarify that revocations and suspensions of certifications must be reported. The amendment clarifies other points that were not included in the original bill and brings the rules from DPSST from rule into statute. The -5 amendment is a “whereas” statement that details the experiences of Black Oregonians and Americans with law enforcement. Both amendments were adopted unanimously.

**Outcome:** The bill passed the House 54-3 and passed the Senate unanimously

**What this bill does:** Directs Department of Public Safety Standards and Training to establish an online statewide database of police officer discipline records which must be kept for 10 years. A city would have immunity from civil action for releasing that information. 6 Amendments replaced the original bill. Effective upon passage. Work Group established to work through implementation.

**Key Points of Discussion:**

- Creates a permanent record of police disciplinary actions that can be reviewed by future employers;
- It is in the public interest that information relating to allegations of misconduct are not shielded in the employment process, while ensuring due process and a fair chance of for officers accused of misconduct, by establishing a statewide online database of suspensions and revocations of the certifications of police officers that is accessible to the public;
- The statewide online database of suspensions and revocations of certifications of police officers will be maintained by the Department of Public Safety Standards and Training;
- Any law enforcement officer convicted of a felony or crime with one year minimum sentence, a drug offense or abuse of a child, false arrest, false swearing, use of office for personal gain or depriving another person of their legal rights will be barred from certification or training for any job in law enforcement.

**HB 4201 – Joint Committee on Transparent Policing and Use of Force Reform**

**Summary:** Establishes a committee to examine policies to improve transparency in investigations and police protocols and to examine use of force policies. The committee will make recommendations by December 31, 2020.

**Action:** -1 amendment deleted the original bill and created the Joint Committee on Transparent Policing and Use of Force Reform. -3 Amendment makes Black Lives Matter policy statement. The amendment was adopted unanimously.

**Outcome:** The bill passed 55-2 out of the House and passed 24-1 out of the Senate.

**What this Bill Does:** The -1 Amendments passed creating a Joint Committee on Transparent Policing and Use of Force of Legislators to continually monitor Police Accountability and use of force issues.

The -3 Amendments were passed to make a strong statement about Black Lives Matter and provide recognition of the importance of this issue for Oregonians.

Effective upon passage. Declares an emergency 'for the immediate preservation of the public peace, health and safety.

**Key Points of Discussion:**

- Oregon Attorney General Testimony identified issues with the bill as introduced and was modified by creating the Joint Committee;
- Establishes a Joint Committee on Transparent Policing and Use of Force to continue monitoring of this issue during the interim and to propose additional legislation to address police accountability;
- Mandates the Department of Public Safety Standards and Training to develop a training program for conducting investigations into the use of deadly force by police officers;
- Makes a strong statement in support of the Black Lives Matter movement and recognizes the importance of police accountability issues.

**HB 4205 A – Duty to report and intervene**

**Summary:** Directs Department of Public Safety Standards and Training to adopt rules requiring police and reserve officers to intervene to prevent or stop another officer from engaging in an act that is unethical or that violates law, rules or policy.

**Action:** The -4 amendment, which made a few changes to the language on reporting and intervening, was adopted unanimously. The -5 amendment is a “whereas” statement that details experiences that BIPOC Oregonians and Americans have faced at the hands of law enforcement.

**Outcome:** The bill passed out of the House 55-2 and passed the Senate unanimously.

**What this bill does:** Directs Department of Public Safety Standards and Training to adopt rules requiring police officer to intervene to stop another police officer from engaging in act that is unethical or that violates law, rules or policy.

Proclaims Black Lives Matter and detailing current and historic experiences of Black and other Persons of Color interactions with law enforcement officers. -4 Amendment

Requires police officer or reserve officer to intervene when another officer engages in act the intervening officer knows or reasonably should have known is misconduct. -5 Amendment

Requires report of misconduct to be made by witnessing officer as soon as practicable, but no later than 72 hours from witnessing misconduct.

Defines misconduct as unjustified or excessive force that is objectively unreasonable under the circumstances or in violation of the law enforcement agency's use of force policy; sexual harassment or sexual misconduct; discrimination against a person based on protected class; committing a crime; or violation of the minimum standards for fitness for public safety personnel.

Specifies failure to report or failure to intervene is grounds for discipline by agency or Department of Public Safety Standards and Training (DPSST). Requires DPSST to provide annual report on rules adopted by DPSST for implementation of measure to appropriate committee of the Legislative Assembly.

The Department of Public Safety Standards and Training (DPSST) is the state agency responsible for training and certifying police officers in Oregon. Under *ORS 181A.640*, DPSST may suspend or revoke an officer's certification if the officer falsifies information on their application, is convicted of a crime or violation in any state, fails to attend a session with a mental health professional after being involved in a deadly force incident, or otherwise fails to meet DPSST standards and conditions.

An officer subject to a suspension or revocation of their certification is entitled to notice and an opportunity for a hearing and appeal. There is currently no state statute requiring an officer to report or intervene to stop misconduct by another officer.

However, a law enforcement agency could adopt policies requiring such action and impose its own discipline.

This bill requires officers to intervene when they know, or reasonably should have known, that another officer is engaged in misconduct. Misconduct can include unreasonable or unjustified use of force, or force used in violation of an agency's policies; sexual harassment or sexual misconduct; discrimination against a person based on protected

class; committing a crime; or violation of the minimum standards for fitness for public safety personnel.

Officers also have a duty to report the misconduct and are protected from retaliation for doing so.

**Key Points of Discussion:**

- Description of law enforcement officers observing but not intervening in use of force that lead to George Floyd's death;
- Need for requirement to intervene and to report misconduct;
- Prohibitions on retaliation for intervention or report;
- Desire to ensure that supervisors receiving reports take timely action to investigate misconduct.

**HB 4208 A – Protecting freedom of speech and assembly from excessive force**

**Summary:** Prohibits law enforcement agencies from using tear gas or from using long range acoustic devices or sound cannons.

**Action:** The -2 amendment, adopted unanimously, removes tribal governments from definition of “law enforcement agency” and limits the use of tear gas to “riots” with crowd notification requirements. The -3 amendment, also adopted unanimously, is a “whereas” statement that details the experiences of Black Oregonians and Americans with law enforcement.

**Outcome:** The bill passed out of the House 53-4 and passed 25-1 out of the Senate.

**What this Bill Does:** Prohibits law enforcement agencies from using tear gas or from using long range acoustic devices or sound cannons. Proclaims Black Lives Matter and details current and historic experiences of Black and other Persons of Color interactions with law enforcement officers.

Prohibits use of tear gas by law enforcement agency for crowd control except during riots. Requires agency using tear gas during riot to first announce intent to use tear gas, give individuals sufficient time to evacuate area, and to then again announce intent to use tear gas immediately before use.

Defines "law enforcement agency" and "tear gas." Declares emergency, effective on passage. -2 Amendment replaced bill as introduced.

Tear gas, long range acoustic devices, and sound cannons are devices used by various law enforcement agencies for several purposes, including to control riots and disburse crowds.

There is no statute that prohibits or limits the use of these devices by law enforcement.

The Merriam-Webster dictionary (online) defines tear gas as “a solid, liquid, or gaseous substance that on dispersion in the atmosphere irritates mucous membranes resulting especially in blinding of the eyes with tears.”

Meanwhile, Oregon statute does not define tear gas as having a specific chemical composition, though several statutes distinguish between tear gas, mace, and pepper mace. See *ORS 163.211*.

House Bill 4208-A defines tear gas and prohibits use of tear gas by law enforcement agency for crowd control except during riots

**Key Points of Discussion:**

- Tools used by police to disperse crowds create injury and are an over response to demonstrations;
- Long term physical impacts of some devices commonly used by police;
- Importance of protecting the right to peacefully protest;
- Need for ongoing discussions on crowd control techniques.

**HB 4203 A – Outlaw the use of respiratory restricting restraints**

**Summary:** Declares that a peace officer may not use physical force that limits ability of person to breathe, including but not limited to choke holds.

**Action:** The -4 amendment prohibits use of physical force that impedes breathing except when an officer is allowed to use deadly force, as described in *ORS 161.239*. The amendment eliminates training of choke holds by DPSST. The -5 amendment is a “whereas” statement that details the experiences of Black Oregonians and Americans at the hands of law enforcement. Both the -4 and -5 amendments were adopted unanimously.

**Outcome:** The bill passed the House 52-5 and the Senate 24-1.

**What this Bill Does:** Provides that peace officer may not use force that limits ability of person to breathe, including but not limited to choke holds.

Proclaims Black Lives Matter and details current and historic experiences of Black and other Persons of Color interactions with law enforcement officers.

Prohibits the use of physical force impeding the normal breathing or circulation of the blood of another person by applying pressure on the throat or neck of the other person unless the circumstance is one in which the peace officer may use deadly physical force as provided in *ORS 161.239*.

When attempting to restrain or arrest a person, police may use a choke hold or other restraint to the head, neck, or back that interferes with that person's blood flow or ability to breathe. Such restraints can be dangerous and have led to death in several high-profile cases.

The Department of Public Safety Standards and Training (DPSST) does not instruct trainees on the use of choke holds or similar methods, though law enforcement agencies may provide supplemental training and authorize use.

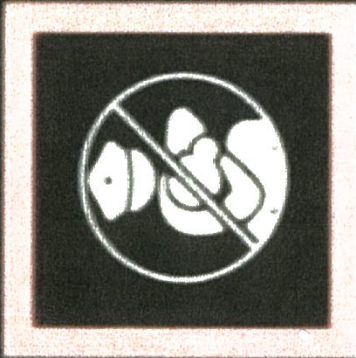
Other agencies, such as the Portland Police Bureau, have classified such restraints as "deadly force" and banned their use except in limited circumstances. House Bill 4203-A defines "force that impedes the normal breathing or circulation of the blood of another person by applying pressure on the throat or neck of the other person" and prohibits a peace officer from using such force unless the circumstance would justify the use of deadly physical force under the law. The -4 Amendment replaced the bill as introduced. The -5 Amendment added a Black Lives Matters policy statement.

**Key Points of Discussion:**

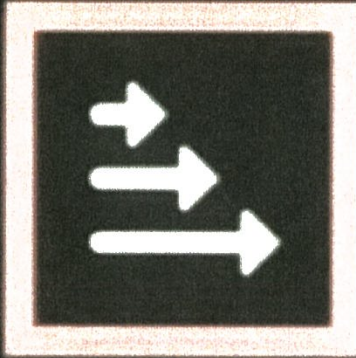
- Police accountability surrounding use of force;
- Legal prohibitions in other states and countries;
- Choke holds disparate use against communities of color.

# Data proves that together these eight policies can decrease police violence by 72%.

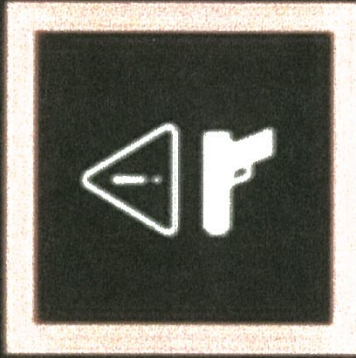
**BAN CHOKEHOLDS & STRANGLEHOLDS**



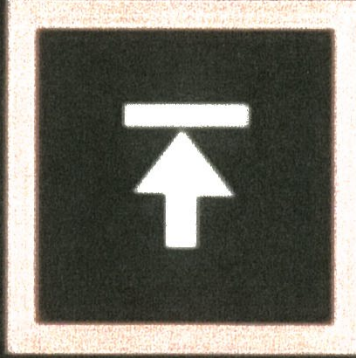
**REQUIRE DE-ESCALATION**



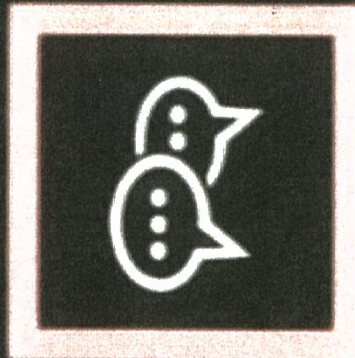
**REQUIRE WARNING BEFORE SHOOTING**



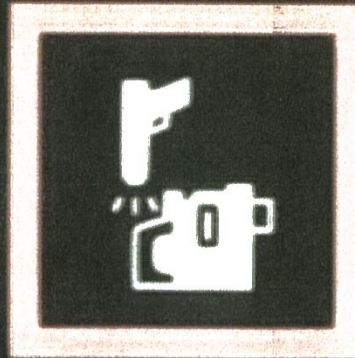
**EXHAUST ALL OTHER MEANS BEFORE SHOOTING**



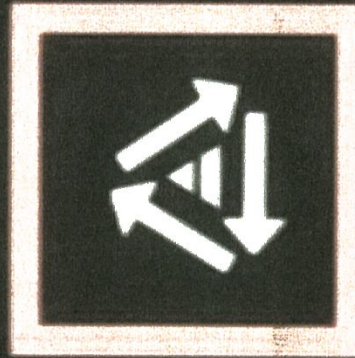
**DUTY TO INTERVENE**



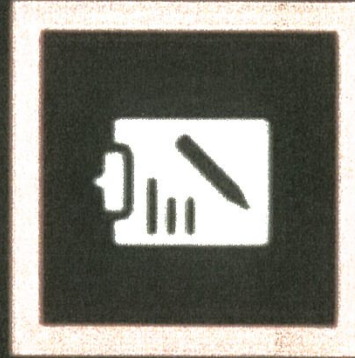
**BAN SHOOTING AT MOVING VEHICLES**



**REQUIRE USE OF FORCE CONTINUUM**



**REQUIRE COMPREHENSIVE REPORTING**





# 8 CAN'T WAIT INITIATIVE CONSIDERED

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## Community Interactions with Police

One of the primary goals of the City of Beaverton is to be a welcoming and inclusive place. Our police department strives to reflect those values and to be responsive to the needs of everyone in our community. In the end, we want everyone to feel safe and to feel as though they have been treated with respect and dignity after interacting with our police department.

**The Beaverton Police Department (BPD) is aware of movements calling for police reform from organizations like Campaign Zero and their 8 Can't Wait initiative. Like Campaign Zero, the Beaverton Police Department strives to improve community interactions with the police by reducing the number of violent encounters. The Beaverton Police Department has considered all eight tenants in the "8 Can't Wait" initiative, and currently has policies and training related to each of them. Differences between BPD polices and the reform practices will require pragmatic examination of policy, law, and possible outcomes.**

Below, **in bold**, are the eight policies/procedures presented by the "8 Can't Wait" initiative and reviewed by the Beaverton Police Department at the request of our community. Subsequently, BPD's current policy/practice is included in plain text with actual BPD policy language in *italics*.

1. **Ban chokeholds & strangleholds:** The Beaverton Police Department does not train our officers these tactics. We teach/train to control the head, hips, and limbs. BPD specifically teaches officers to AVOID the neck/throat area during any use of force situation. We do not ban these tactics because officers may need to use them in deadly force situations to defend others or themselves.

For more information please refer to [BPD Policy 300 Use of Force](#) and [Supreme Court of the United States](#) (SCOTUS) decisions [Graham v. Connor](#), [Tennessee v. Garner](#).

2. **Require de-escalation:** The Beaverton Police Department has trained officers for years in de-escalation techniques with the goal of reducing risk of injury to everyone involved in an altercation. During our 2020 annual training, officers attended a class on de-escalation which included a [Jim Glennon video](#) and scenario-based training.
3. **Require warning before shooting:** The Beaverton Police Department does not require a warning because officers may not have time to safely provide one prior to acting to protect themselves or others.

The Beaverton Police Department policy is as follows: [BPD Policy 300.4](#) (b) "*Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.*" For more information please read SCOTUS decisions [Graham v. Connor](#), [Tennessee v. Garner](#) and 9th Circuit Court Decision [Deorle v. Rutherford](#).

4. **Exhaust all alternatives before shooting:** The Beaverton Police Department does not require all alternatives to be used before shooting because officers may not have the time. The Beaverton Police Department policy is based on SCOTUS decisions [Graham v.](#)

[Connor, Tennessee v. Garner](#) and other courts rulings such as 9th Circuit Court decision [Scott v. Henrich](#). [BPD Policy 300.4 Deadly Force Applications](#) allows officers to use deadly force under the following circumstances:

- a. *An officer may use deadly force to protect him/herself or others from what he/she reasonably believes would be an imminent threat of death or serious bodily injury.*
  - b. *An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the person has committed, or is likely to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the subject is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible. Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if an officer reasonably believes any of the following:*
    1. *The person has a weapon or is attempting to access one and it is reasonable to believe the person intends to use it against the officer or another.*
    2. *The person is capable of causing serious bodily injury or death without a weapon and it is reasonable to believe the person intends to do so.*
5. **Duty to intervene:** [BPD Policy 300.2.1](#) The Beaverton Police Department policy is as follows: DUTY TO INTERCEDE “Any officer present and observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.”
6. **Ban shooting at moving vehicles:** The Beaverton Police Department does not ban officers from shooting at moving vehicles but our policy limits it.
- [BPD Policy 300.4.1 SHOOTING AT OR FROM MOVING VEHICLES](#) “Shots fired at or from a moving vehicle are rarely effective. Officers should move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants. An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others. Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.”
7. **Require use of force continuum:** The Beaverton Police Department trains and requires officers to use objectively reasonable force in accordance with established case law such as [Graham v. Connor](#) and [Tennessee v. Garner](#). Tools and tactics that are more likely to cause injury, serious injury or death are restricted in their use.
8. **Require comprehensive reporting:** [BPD Policy 300.5](#) The Beaverton Police Department policy is as follows: **REPORTING THE USE OF FORCE** “Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and

*why he/she believed the use of force was reasonable under the circumstances.*” Additionally, we conduct administrative reviews of use force under the following circumstances:

- a. A “Use of Force Incident Review” will occur if there is a physical injury to a community member or officer, use or attempted use of physical force, or as deemed appropriate by sergeant or lieutenant.
- b. A “Use of Force Review Board” will occur if the Professional Standards Division or Command Staff deems it necessary, or use of force involves a less lethal deployment, Taser, canine bite, and/or Pursuit Intervention Technique (PIT) maneuver.
- c. An “Internal Affairs Investigation” will occur if a policy/ethics/civil rights violation occurred or criminal behavior is suspected.

<https://beavertonpolice.org/380/8-Cant-Wait-Initiative-Considered>

# LOPD Use of Force Policy and "8 Can't Wait"

Recently, the Lake Oswego Police Department has received several inquiries about our policies and procedures as they relate to the use of force and the "#8CantWait" initiative. Below, you will find the 8 topics listed in the initiative and our response to each. Before we answer the questions, though, we wanted to provide a little overview of the parameters of police use of force. We think it will help give some context to some of the topics and the responses. There are two very important US Supreme Court cases that deal with this topic:

*Graham v. Connor* [https://casetext.com/case/graham-v-connor?link is external](https://casetext.com/case/graham-v-connor?link_is_external)

*Tennessee v. Garner* [https://casetext.com/case/tennessee-v-garner-memphis-police-department-v-garner?link is external](https://casetext.com/case/tennessee-v-garner-memphis-police-department-v-garner?link_is_external)

Essentially, these two cases supply the framework for which all force/seizures are examined to determine if they are reasonable given the circumstances presented at the time. They recognize that circumstances involving force are often tense, uncertain, and rapidly evolving but still require the actions of the officer(s) to be objectively reasonable in light of what they are encountering. These cases examine, without hindsight, the severity of the offense, the immediacy of the threat presented, and whether the person(s) was attempting to evade arrest by fight/flight. In *Garner*, the examination also includes an analysis of the threat of serious physical injury and/or death the person(s) may pose to the officer and/or public should they not be stopped and taken into custody. The cases don't discuss specific tactics that could be used because each situation encountered could be completely different from the next. One type of tactic may be appropriate in one situation but completely inappropriate in another.

## "8 Can't Wait" Questions

### Require officers to de-escalate situations before resorting to force

We understand positive relationships and trust fostered between law enforcement and our communities are a continuous process reflected in many of our professional practices and initiatives. It is a reason why we place such an importance on training in the areas of law, our physical and technical skills, and our cognitive and behavioral skills. This includes de-escalation training in both formal (in-service) and informal (routine briefing talks) training.

De-escalation tactics have been around for years and have been useful in many situations and our officers use them whenever they are appropriate. Our officers work towards positive outcomes whenever possible and that is typically and most routinely accomplished with respectful treatment and fair application of the law. The vast majority of our community contacts end up just like this. There are circumstances where de-escalation can sometimes be less effective and that is usually when we encounter a person who is suffering from some kind of psychosis, often

drug/intoxicant related, or has demonstrated an intent to harm others and is unwilling to compromise that goal. In those situations, we work to keep them and the public safe and get the right resources as quickly as we can. Those resources are often medical assets or behavioral health units. In those situations, we do our best not to inflame a situation or create our own exigency. We discuss this at every skills-based training.

### **Limit the kinds of force that can be used to respond to specific forms of resistance**

As mentioned above, the use of force is judged by the objective reasonableness of its use given the circumstances. There are some tools, like Tasers or less-lethal projectile devices, that have recommended and discouraged uses, and we train to those protocols. But, ultimately, everything is still judged using the objective reasonableness standard with the circumstances presented. We train our officers to be very methodical and diligent in their analysis of an incident with the goal being to bring about a safe resolution to an incident using the appropriate amount of force (if any).

### **Restrict chokeholds**

We do not instruct our officers in the use of the vascular neck restraint ("chokehold").

### **Require officers to give a verbal warning before using force**

Our policy and training instruct that our officers should give a verbal warning prior to using force when feasible, knowing there may be some situations where it cannot feasibly be done due to the rapid nature of the incident or if it negatively impacts any tactical considerations.

### **Prohibit officers from shooting at moving vehicles**

Our policies and training discourage shooting at moving vehicles as it is rarely effective, but we do not prohibit it entirely. It would depend on the objective reasonableness of the action in the absence of any other technique more likely to affect the stop. Let's say an officer tried to stop a vehicle for only speeding and the driver tried to elude the officer and would not stop. If all that was demonstrated was that speeding violation and the elude, shooting at a vehicle would not be objectively reasonable given those circumstances. If there was a situation where a vehicle was driving around and the driver or their occupants were actively shooting at people or attempting to run people over, like the incident in France a few years back, shooting at a vehicle to get it to stop might be objectively reasonable if no other effective options were reasonable at the time.

### **Require officers to exhaust all alternatives to deadly force**

Those types of structures are less than ideal as a blanket policy because it implies certain, exact steps/tactics should be followed in a particular order, which may not be effective and delay the appropriate response. Depending on the situation, the level of response to a threat may need to be more significant and in others, not as heightened. For example, an active shooter incident at a school could necessitate immediate lethal intervention to save lives. There is also case law from the United States Court of Appeals, 7th Circuit, (*Plakas v. Drinski*[\(link is external\)](#)) that said, "[t]he Fourth Amendment does not require officers to use the least intrusive or even less intrusive alternatives in search and seizure cases. The only test is whether what the police officers actually did was reasonable."

**Require officers to stop colleagues from exercising excessive force**

Our use of force policy and teachings require our officers to intervene and promptly report the incident to a supervisor.

**Require comprehensive reporting on the use of force**

We thoroughly document every use of force in a police report, even those situations where force wasn't used but was displayed (e.g. displaying a firearm). Those incidents are also reviewed each month to determine if there are any training/tactic issues that need to be addressed.

<https://www.ci.oswego.or.us/police/lopd-use-force-policy-and-8-cant-wait>

City of Tigard Chief McAlpine's initial assessment of the department shows us meeting 7 of the 8 recommendations, because "develop a force continuum" is no longer considered best practice. Here are the 8 recommendations and where Tigard Police stands:

<b>CAMPAIGN REQUEST</b>	<b>TIGARD POLICE POLICY</b>	<b>ADDITIONAL COMMENTS</b>
✓ Require officers to de-escalate situations	Policy 300.3 Use of Force <i>Graham v. Connor</i> applied	De-escalation tactics are a component in all training
✓ Prohibit officers to choke or strangle civilians	Policy 300.3.4 Carotid Control Hold not authorized  Policy 300.1 Use of Force Purpose and Scope  Policy 300.4 Deadly Force	Lateral Vascular Neck Restraint or "carotid artery hold" was removed from our policies in Nov. 2018. A new policy was added specifically banning its use.
✓ Require officers to intervene and report immediately	Policy 300.2.1 Duty to Intercede  Policy 340.1.2 Standards of Conduct	Also covered in Police Academy, reinforced in training and Daily Training Bulletins
✓ Restrict officers from shooting at moving vehicles	Policy 300.4.1 Shooting at or from a moving vehicle	Prohibited unless no other options, immediate/imminent threat to life
Develop a force continuum	None, although <i>Graham v Connor</i> standards apply for the "reasonable and necessary" requirements for the Use of Force.	Oregon DPSST removed this from training circa 2009. Police Executive Research Forum (PERF) recommends not using this. Legal advisors do not support this either.
✓ Request officers to exhaust all other reasonable means before resorting to deadly force	Policy 300.3.2 Factors Used to Determine the Reasonableness of Force  Policy 300.4 Deadly Force Application  <i>Graham v Connor</i> applied	Our approach to force response is more in line with the concept of Constitutional Policing

<p>✓ Require officers to give a verbal warning</p>	<p>Policy 300.4(b) Fleeing Subject Policy 309.4 Verbal and Visual Warnings</p>	<p>We train to give verbal warnings in all training disciplines. The standard is to give a verbal warning seeking compliance, if time and circumstances allow, before using force</p>
<p>✓ Require officers to report the use of force, notification to supervisor</p>	<p>Policy 300.5.1 Reporting the Use of Force, Notification to Supervisor</p>	<p>All uses of force are reported and reviewed by the Chief of Police. Deadly force is reported to the FBI and the State via the District Attorneys (SB1111)</p>

[https://www.tigard-or.gov/community\\_for\\_all/](https://www.tigard-or.gov/community_for_all/)



## **Police Policy, Reform and Local Alternative Attachment 8**

City of Tigard Police Policy dated January 6, 2020

Link: [https://www.tigard-or.gov/document\\_center/Police/policy\\_manual.pdf](https://www.tigard-or.gov/document_center/Police/policy_manual.pdf)

## **Police Policy, Reform and Local Alternative Attachment 9**

City of West Linn Policy dated April 15, 2020

Link:

[https://westlinnoregon.gov/sites/default/files/fileattachments/police/page/7273/wlpd\\_policy\\_manual.pdf](https://westlinnoregon.gov/sites/default/files/fileattachments/police/page/7273/wlpd_policy_manual.pdf)

## **#8CANTWAIT – Correlation to Clackamas County Sheriff’s Policy/Procedure & Discussion Points**

- 1. BAN CHOKEHOLDS & STRANGLEHOLDS** - Allowing officers to choke or strangle civilians results in the unnecessary death or serious injury of civilians. Both chokeholds and all other neck restraints must be banned in all cases.

### **Related policy/procedure:**

- CCSO policy/procedure does not specifically address chokeholds and strangleholds, however, the Department of Public Safety and Standards Training ( DPSST) does not train officers or support this method. CCSO regularly conducts officer training on effective restraint methods.
- CCSO will look to amend policy to specifically address chokeholds and strangleholds but will wait for changes to legislation to ensure policy is compliant with state
- **Pending - HB 4203** provides that peace officer may not use force that limits ability of person to breathe, including but not limited to choke holds.

- 2. REQUIRE DE-ESCALATION** - Require officers to de-escalate situations, where possible, by communicating with subjects, maintaining distance, and otherwise eliminating the need to use force.

### **Related policy/procedure:**

#### Response to Resistance (Use of Force) Reporting

- A deputy shall not threaten to use force that is not justified and proportionate to either immediate or probable threat encountered;
- Deputies will issue verbal warnings or commands, whenever feasible, prior to and during the application of physical force. Any force used upon a person will be limited to the degree and duration necessary to accomplish a lawful objective by the deputy;
- Even when justified, a deputy may refrain from using force, up to and including deadly physical force, if the deputy believes the use of such force is not warranted by the circumstances.
- De-escalation is part of culture and common practice at CCSO. DPSST training and department training initially and ongoing monthly.
- Policy addresses de-escalation as a practice though we don't use the specific term
- Open to amending policy to specifically address.

**3. REQUIRE WARNING BEFORE SHOOTING** - Require officers to give a verbal warning in all situations before using deadly force.

**Related policy/procedure:**

- CCSO Policy – Carry and Use of Weapons  
**Display and Discharge:** Deputies shall not discharge firearms at another person except as provided by Oregon Revised Statutes. Whenever possible, Verbal Warnings are to be given prior to utilization of any weapon. The use, threatened use or intentional display of any weapon upon a person to gain compliance requires submission of a Response to Resistance (Use of Force) report.
- Response to Resistance (Use of Force) Reporting  
**Use of Deadly Physical Force:** When using deadly physical force to prevent an escape or make an arrest, if practical, a verbal warning shall be issued prior to the use of deadly physical force.
- Taser (Less Lethal) System  
**Use of the Taser System:** If feasible, deputies will provide a verbal warning to the subject before using the TASER

CCSO currently meets this criteria

**4. EXHAUST ALL ALTERNATIVES BEFORE SHOOTING** - Require officers to exhaust all other alternatives, including non-force and less lethal force options, prior to resorting to deadly force.

**Related/Policy Procedure**

Our policy follows the standard set by the United States Supreme Court in *Graham v Conner*, 490 U.S. 386 (1989) and *Tennessee v. Garner*, 471 U.S. 1 (1985), which allows deputies to use deadly force *to protect themselves or others from what they reasonably believe would be an imminent threat of death or serious bodily injury*. Neither state or federal law requires an officer to exhaust all other alternatives because the officer may not have time to safely provide an alternative prior to acting to protect themselves or others.

- 5. DUTY TO INTERVENE** - Require officers to intervene and stop excessive force used by other officers and report these incidents immediately to a supervisor.

#### **Related/Policy Procedure**

CCSO does not currently have a policy/procedure that addresses “intervention” specifically; Currently requires reporting only:

##### Response to Resistance (Use Of Force) Reporting.

“Employees must report to a supervisor any employee that uses excessive or inappropriate force. A complaint on a deputy’s use of force shall be examined in accordance with professional oversight policies”.

- CCSO is looking at amending policy to be more specific and follow any potential legislative directives
- **Pending - HB 4205** Directs Department of Public Safety Standards and Training to adopt rules requiring police officer to intervene to stop another police officer from engaging in act that is unethical or that violates law, rules or policy.

- 6. BAN SHOOTING AT MOVING VEHICLES** - Ban officers from shooting at moving vehicles in all cases, which is regarded as a particularly dangerous and ineffective tactic. While some departments may they restrict shooting at vehicles to particular situations, these loopholes allow for police to continue killing in situations that are all too common. 62 people were killed by police last year in these situations. This must be categorically banned.

#### **Related/Policy Procedure**

##### CCSO Policy - Carry and Use of Weapons

**Display and Discharge:** Deputies shall not discharge a firearm from a moving vehicle and should not discharge firearms to disable a vehicle. Deputies may only fire at someone in a vehicle under circumstances that warrant the use of deadly physical force.

CCSO currently meets this criteria.

- 7. REQUIRE USE OF FORCE CONTINUUM** - Establish a Force Continuum that restricts the most severe types of force to the most extreme situations and creates clear policy restrictions on the use of each police weapon and tactic.

### **Related/Policy Procedure**

This is no longer considered best practice.

- CCSO use of force training is created to fit within state and federal laws and stays up to date with most current court case rulings and best practices by DPSST and CCSO to use a **reasonable** amount of force based on totality of the circumstances.

- 8. REQUIRE COMPREHENSIVE REPORTING** - Require officers to report each time they use force or threaten to use force against civilians. Comprehensive reporting includes requiring officers to report whenever they point a firearm at someone, in addition to all other types of force.

### **Related/Policy Procedure**

- Response to Resistance (Use of Force) Reporting  
**Writing Response to Resistance (Use of Force) Reports,**  
All deputies involved in responding to resistance by a person through use of physical force must complete a Response to Resistance (Use of Force) report form when physical control and higher levels of force are used or threatened. Except if the injury results in death or is so severe that death is likely to result, and then supervisors will direct the need for reports according to the Plan for Response to Deadly Force Incidents established with the DA.

All deputies involved must write a Response to Resistance (use of force) report when any use of force incident results in an injury to the suspect/threat, an involved deputy or other person, medical treatment is required or requested and the force used relates to a criminal charge, civil hold or temporary detention of a person.

CCSO currently meets this criteria



OBAMA.ORG

# Joining the MBK Network

*Onboarding New Communities*

June 2020

# TODAY

Purpose | Learn more about the **history** of MBK Alliance, the theory of change, current suite of **support and resources**, and the **steps to start a results-driven and impactful local MBK initiative**.

- **MBK History + Background**
- **MBK Community Challenge**
- **Benefits of joining the MBK Network**







# HISTORY, BACKGROUND + CONTEXT



I said that this could have been my son. Another way of saying that is Trayvon Martin could have been me 35 years ago... We need to spend some time thinking about how do we bolster and reinforce our African American boys, and is there more that we can do to give them the sense that their country cares about them and values them and is willing to invest in them?

CONFIDENTIAL  
-President Obama, July 2013



“This is as important as any issue that I work on. Because if America stands for anything, it stands for the idea of opportunity for everybody. The notion that no matter who you are or where you came from, or the circumstances into which you are born, if you work hard, if you take responsibility, then you can make it in this country.”

-President Obama, February 2014

# THE CHALLENGE

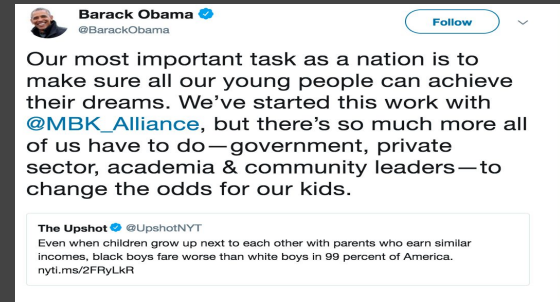
**POVERTY** - Black, American Indian, and Hispanic children are between six and nine times more likely than white children to live in areas of concentrated poverty.

**DISCIPLINE** - African-American students represent 16 percent of the public school student population, but make up 42 percent of those suspended more than once, and 34 percent of students expelled.

**GRADUATION** - High school graduation rates for black and Hispanic students are 16 and 12 percentage points lower than white students, respectively. Many districts see 50% graduation rates or worse for boys of color.

**EMPLOYMENT** - A black baby boy born 25 years ago has a 1 in 2 chance of being employed today.

**CRIME** - While only 6% of the overall population, Black males account for nearly half of all murder victims.



# THE OPPORTUNITY

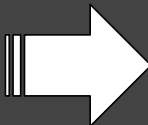
Improving life prospects and outcomes for young people, including young men of color, is the right thing to do for our economy.

If we.....

**CLOSE GAPS IN EDUCATIONAL ATTAINMENT FOR BMOB**

Then.....

- **Double the BMOB w/ a Bachelor's**
- **Total US. GDP increase by 1.8% (\$350B)**



If we.....

**CLOSE GAPS IN WORKFORCE PARTICIPATION FOR BMOB**

Then.....

- **Total US. GDP increase by 2%**



“There’s nothing, not a single thing, that’s more important to the future of America than whether or not you and young people all across this country can achieve their dreams.”

– President Obama at the launch of the My Brother’s Keeper Alliance, May 2015



# MBK Alliance

## Overview



# WHAT IS MBK ALLIANCE?

<p><b>MISSION</b></p>	<p>MBK Alliance leads a cross-sector national call to action focused on building safe and supportive communities for boys and young men of color (BYMOC) where they feel valued and have clear pathways to opportunity.</p>
<p><b>APPROACH</b></p>	<p>MBK Alliance works to unleash the power of communities working together to solve problems for BYMOC, at a level to improve real life outcomes. We believe that existing leadership at the local level is powerful enough to address barriers facing BYMOC in communities, but the local ecosystem needs our unique convening power, voice, and support to help activate change.</p>
<p><b>FOCUS</b></p>	<p>While MBK Alliance will continue to advance the importance of the interdependence of all six cradle to career milestones and building collective impact infrastructure that leads to lasting results, our team will primarily work with MBK Communities to prioritize solutions in two specific areas: youth violence prevention, and growing the mentor pipeline for evidence-based mentorship programs for BYMOC.</p>





# MBK Community Challenge



# MBK COMMUNITIES

“I’m launching My Brother’s Keeper Community Challenge, asking every community in the country — big cities and small towns, rural counties, tribal nations — to publicly commit to implementing strategies that will ensure all young people can succeed, starting from the cradle, all the way to college and a career. It’s a challenge to local leaders to follow the evidence and use the resources on what works for our kids.”

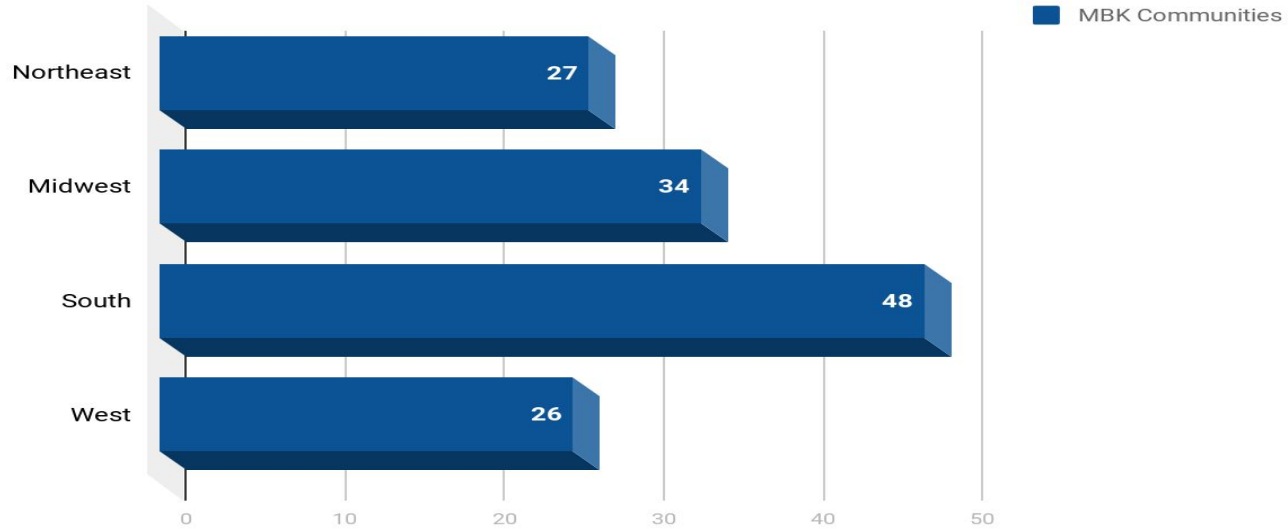
PRESIDENT OBAMA,  
CBC GALA, SEPTEMBER 2014







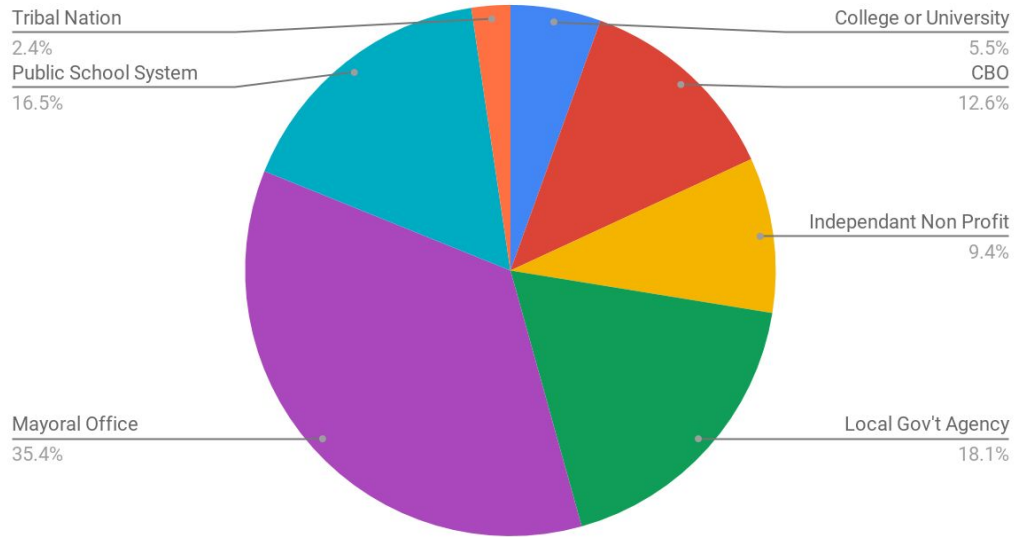
# REGIONAL PRESENCE





# LEAD ORGANIZATION

In your MBK community, which institution is the lead organization?





# LOCAL GOVERNMENT INVOLVEMENT

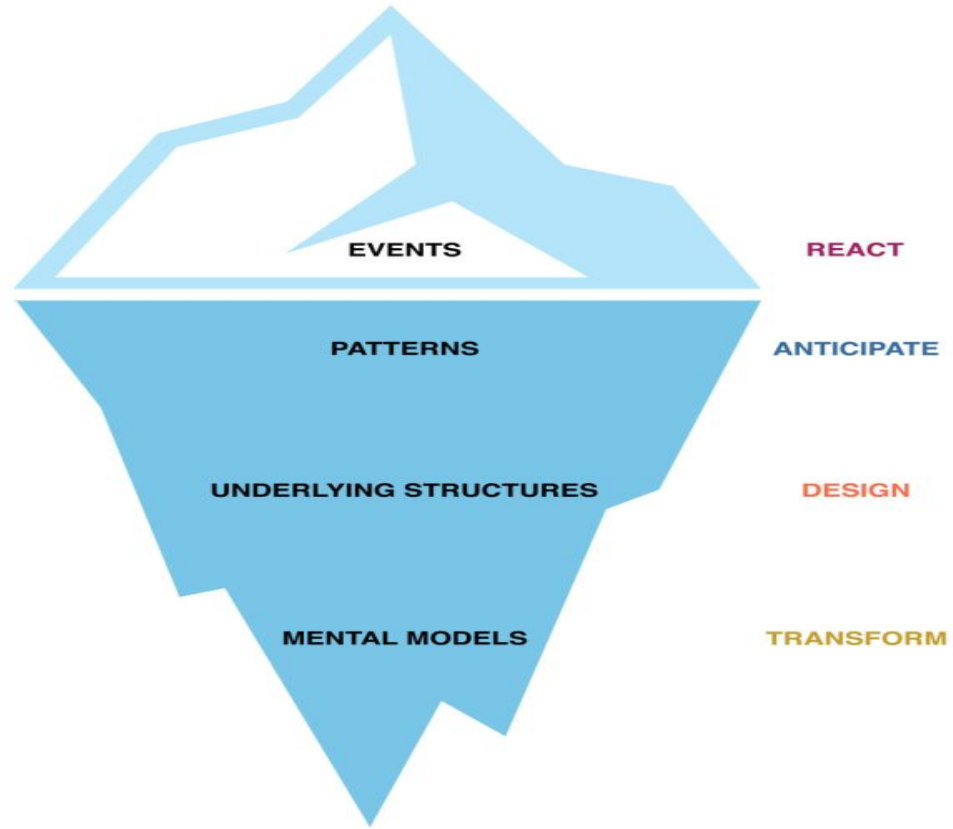




# THE MBK COMMUNITY CHALLENGE

## 4 STEPS TO ESTABLISHING AN MBK COMMUNITY

<b>1. ACCEPT THE CHALLENGE</b>	<p>A mayor, county executive or tribal leader officially takes the Challenge. Then, provide a designated point of contact on your staff &amp; private sector counterpart, confirm your pledge to build and execute a plan, and announce your commitment.</p>
<b>2. CONVENE A “LOCAL ACTION SUMMIT”</b>	<p>This effort will require a coalition of partners with an ownership stake in the strategy, and a sense of empowerment to help lead the effort. <b>Within 180 days</b> of your commitment, host a <b>Local Action Summit</b> with key stakeholders to assess needs and assets, determine priorities, and set concrete goals.</p>
<b>3. CONDUCT A POLICY REVIEW &amp; DEVELOP RECOMMENDATIONS</b>	<p>Stakeholders should scour local policies and programs in search of ways to introduce or expand on existing efforts to better serve youth. This group should produce a report with recommendations, standards for tracking and sharing data, and recommendations for institutionalizing the effort.</p>
<b>4. LAUNCH A “LOCAL ACTION PLAN”</b>	<p><b>Within 90 days</b> of your report, convene key partners to publicly launch a plan of action for accomplishing selected goals. It should include a protocol for tracking data, benchmarks and timelines for review, plan for resourcing your efforts and opportunities for the community to help.</p>





# **MBK Network**

## Benefits, Resources and Supports



# Learning & Development



## **MBK UNIVERSITY**

*Online space for boys and young men of color practitioners to promote innovation, share best-practices, and hear from industry experts and funders.*



## **MBK FRAMEWORK TO AFFECT SYSTEMS CHANGE**

*Access and support to implement the MBK Framework to Affect Systems Change, which outlines the elements of success, indicators and processes to accelerate progress on complex social conditions for boys and young men of color.*



## **INDIVIDUALIZED SUPPORT**

*Individualized support from experts to develop local action plans, troubleshoot challenges, and strengthen the MBK foundation in your community.*



### YOUTH DIVERSION AND DEVELOPMENT IN LOS ANGELES COUNTY:

AN OVERVIEW OF MODELS AND STRATEGIES FOR COMMUNITY-BASED,  
HEALING-CENTERED ALTERNATIVES TO JUVENILE JUSTICE INVOLVEMENT

PRESENTED BY: Vincent Holmes, Los Angeles County Chief Executive Office;  
Judge Peter Espinoza, Los Angeles County Office of Diversion and Reentry;  
Refugio Valle, Director of Youth Diversion and Development;  
Taylor Schooley, Senior Research and Policy Manager for  
Youth Diversion and Development



Bloomberg Associates

### DEVELOPING AND USING DATA

2019

### Black Family Development, Inc.



My Brother's Keeper  
Community of Learning  
And Practice Discussion  
August 30, 2019

### The MBK Framework to Affect Systems Change

Intentional Inclusion:  
Engaging Diverse Stakeholders



NLC REAL Team - September 26, 2019



### Aligning for Impact



### Connecting Programmatic Results to Collective Impact in Chicago

Presented by

A.J. Watson, National Director of  
Becoming A Man



Christopher Goins, Chief Equity Officer,  
MBK Impact Community Leader



### Winning Protections for Youth of Color in California

PolicyLink &  
The Alliance for Boys and Men of Color

### Develop & Implement Systems Reform



NLC Race, Equity And Leadership (REAL)



# Connections



## **OBAMA CONNECT**

*Online portal offering an MBK Google Group community, and other useful tools and resources that connect MBK Community leaders with one another and the larger Obama Foundation network*



## **MBK RISING!**

*Invite-only, bi-annual national convening for the growing network of MBK Communities, cross-sector leaders, young men of color and the organizations working to help them achieve their dreams.*



# Recognition and Resources



## **SPOTLIGHT ON SUCCESS**

*Opportunities to spotlight and celebrate your work on the MBK Alliance website, newsletter and across our social media channels.*



## **LOCAL CONVENING SUPPORT**

*Competitive grant funding to support the planning and implementation of local or regional MBK convenings and letters/videos from President Obama or MBKA staff to show alignment with and support from MBK Alliance.*



## **MBK SWAG**

*Exclusive access to discounted MBK Alliance branded tee-shirts, water bottles, tote bags, notebooks, pens and more*



# Q&A



**THANK YOU**



# MBK COMMUNITY CHALLENGE

## Playbook for Action

### Purpose of this Playbook

- A. To encourage Mayors, tribal leaders and county executives to accept the President's "MBK Community Challenge"
- B. To provide a process framework for the development of an effective plan of action
- C. To define the six goals central to the Challenge
- D. To promote data-driven strategies

### My Brother's Keeper at a Glance

In February 2014, President Obama launched the My Brother's Keeper (MBK) initiative to address persistent opportunity gaps faced by boys and young men of color and ensure that all young people can reach their full potential. The initiative seeks to organize and capitalize on the commitment of community leaders in order to reach that goal.

Starting this fall, the Administration will take the next crucial step in this effort by issuing a challenge to cities, towns, counties and tribal nations across the country to become "MBK Communities." This challenge represents a call to action for all members of our communities, and Mayors, tribal leaders, and town and county executives in particular, as they often sit at the intersection of many of the vital forces and structural components needed to enact sustainable change through policy, programs, and partnerships. In addition to issuing this challenge to Mayors and local officials, the Obama Administration has conducted outreach to business leaders, non-profits, philanthropies, and local school-systems, who are organizing independently to support communities' efforts.

The MBK Community Challenge encourages communities (cities, rural municipalities, and tribal nations) to implement a coherent "cradle – to - college - and - career strategy" for improving the life outcomes of all young people to ensure that they can reach their full potential, regardless of who they are, where they come from, or the circumstances into which they are born.

It is important to underscore that this is not a new federal program, but rather a call-to-action, and a targeted effort to convene leaders, identify effective strategies, and to work together to accomplish our shared goal of improving life outcomes for young people. We encourage you to use this Playbook to guide your planning and outreach with the understanding that you may have already begun some of these steps. Challenge participants are encouraged to reach out with questions or ideas by emailing [localgovernment@who.eop.gov](mailto:localgovernment@who.eop.gov).

# LAY THE GROUNDWORK FOR AN MBK COMMUNITY

## ✓ STEP #1: ACCEPT THE PRESIDENT'S CHALLENGE

Notify the White House that you will participate ([localgovernment@who.eop.gov](mailto:localgovernment@who.eop.gov)), provide a designated point of contact on your staff, confirm your pledge to build and execute a plan to accomplish as many of the goals listed below as possible, and announce your acceptance of the challenge with a press release or media statement.

- |   |   |
|---|---|
| A. Ensure all children enter school cognitively, physically, socially and emotionally ready | D. Ensure all youth complete post-secondary education or training             |
| B. Ensure all children read at grade level by 3rd grade                                     | E. Ensure all youth out of school are employed                                |
| C. Ensure all youth graduate from high school   | F. Ensure all youth remain safe from violent crime and receive second chances |

## ✓ STEP #2: CONVENE A "LOCAL ACTION SUMMIT" TO BUILD AN MBK COMMUNITY

This effort will require a coalition of partners with an ownership stake in the strategy, and a sense of empowerment to help lead the effort. **Within 45 days** of accepting the President's Challenge, host a Local Action Summit with key stakeholders to assess needs and assets, determine priorities, and set concrete goals.

### EXTERNAL PARTNERS

- University presidents
- Job training programs
- Chambers of Commerce
- Local business owners
- Faith groups & leaders
- PTA & parent groups
- Student groups
- Youth leadership orgs
- Non-profit orgs
- Local philanthropies
- Teachers, educators
- Banks/financial orgs

### GOV'T STAKEHOLDERS

- School systems
- Law enforcement
- Child & Family Services
- Employment Services
- Public Health
- Public Housing
- Parks and Recreation
- State & Federal partners

## ✓ STEP #3: CONDUCT A POLICY REVIEW & FORM RECOMMENDATIONS FOR ACTION

Following your Local Action Summit, direct a working group of pertinent government stakeholders to scour existing local policies, programs, and practices in search of ways to introduce or expand on existing efforts to better serve the needs of the community's youth. The working group should assess the impact of both existing and proposed programs. **Within 120 days** of accepting the President's Challenge, this body should produce a report with recommendations for action on your selected areas of focus (from Step 1), standards for tracking and sharing data across public agencies and community partners, and structural recommendations for institutionalizing the effort until goals are reached.

### SUGGESTED DATA FIELDS FOR COMMUNITY TRACKING (not exhaustive):

- |   |   |                                |
|---|---|--------------------------------|
| - Enrollment in quality pre-K                   | - School attendance                     | - Median earnings              |
| - Children entering kindergarten ready to learn | - High school graduation rate           | - Summer employment            |
| - Adolescent births                             | - AP/IB/Dual Enrollment                 | - Arrest rate                  |
| - Low birth weight                              | - Advanced degree enrollment/completion | - Exposure to violence         |
| - Child maltreatment                            | - STEM BA enrollment/completion         | - Imprisonment/detention rate  |
| - Youth developmental screening                 | - Youth in school or working            | - Homicide rate                |
| - Reading and math achievement                  | - Labor force participation rate        | - Adolescent mortality         |
|   |   | - Youth with effective mentors |

## ✓ STEP #4: LAUNCH A PLAN OF ACTION, NEXT STEPS & A TIMETABLE FOR REVIEW

**Within 180 days** of accepting the President's Challenge, convene key partners to publicly launch a plan of action for accomplishing selected goals based off the results of your policy review. It should include a protocol for tracking data, benchmarks and timelines for review to ensure the transparent assessment of progress towards goals, and the open examination and retooling of ineffective strategies. Include a blueprint for resourcing your efforts which outlines plans to use or redirect existing resources, new public or private sector commitments, and specific areas where additional commitments, investment, or partnership could help your community reach its MBK goals and help potential new partners target their involvement.

## MAKING THE CASE: TOPLINE TALKING POINTS

These talking points are provided as a resource to help you discuss the MBK Community Challenge with stakeholders and citizens, and are intended to be adapted to fit the needs and priorities of your community.

- In February 2014, President Obama launched the “My Brother’s Keeper” initiative to address persistent opportunity gaps faced by boys and young men of color and ensure that all young people can reach their full potential.
- My Brother’s Keeper seeks to bring together leaders, organizations, and people in communities around the country to work to improve the life outcomes of young people in America. This is about doing what is smart for our youth, our economic future, and our entire community.
- **On September 27<sup>th</sup>, the President announced that he is inviting cities and communities around the country to join the “MBK Community Challenge”** to build and execute robust plans to ensure that all young people can achieve their full potential, no matter who they are, where they come from, or the circumstances into which they are born.
- Mayors, tribal leaders, and county executives around the country are already convening key partners in their cities, to determine their communities’ biggest priorities, to set goals, and to build comprehensive, sustainable plans to give all our youth the chances to succeed that they deserve.
- Our goals as an “MBK Community” are to ensure that:
  - ✓ All of our children enter school cognitively, physically, socially and emotionally prepared
  - ✓ All of our children read at grade level by third grade
  - ✓ All of our young people graduate from high school
  - ✓ All of our young people complete post-secondary education or training
  - ✓ All youth out of school are employed
  - ✓ All of our young people are safe from violent crime and receiving the second chances they deserve
- To meet these goals, we will join communities across the country in working to improve access to high quality early education, to close stubborn gaps in school readiness, to bolster reading support programs at all levels, and to promote “reading at home” and stronger reading cultures with parents.
- We’re also going to work with school officials and parents to reduce school suspensions and expulsions.
- We are going to initiate a public-private campaign to support mentoring programs, and actively recruit citizens to serve as mentors for our youth.
- We renew our effort to prevent violence and keep our young people safe, through targeted intervention, mediation, counseling, and multi-platform campaigns to reduce violence.
- To make sure young people have viable career paths, and the skills they need to compete in the 21<sup>st</sup> century workforce, we will engage with local businesses and others to increase summer jobs, internships, and apprenticeships for young people. We will also work with our community colleges, universities and advanced training programs to improve access and affordability.
- We are committing, as a community, to identifying and implementing policies that are proven to work; to forging action-oriented partnerships; and to closely tracking our progress and setbacks with data.
- And we commit to this task to ensure our community’s workforce can compete with the workforces of cities around the country and the world. Employers will want to set up shop here because they know we have a well prepared, diverse, and fully mobilized workforce.
- Anyone concerned with the economic future of our community, our families, our neighborhoods, or our country, should know that empowering all our youth, including boys and young men of color, is an investment in our shared future, and our collective prosperity.



## BUILD A COMPREHENSIVE PLAN

Plans for MBK Communities should take a “cradle-to-college-and-career” approach, and address as many of the 6 goals laid out in the MBK Task Force’s report as possible.

### ✓ A.) ENSURE ALL CHILDREN ENTER KINDERGARTEN PREPARED TO SUCCEED

By the age of 3, children from low-income households have heard roughly 30 million fewer words than their higher-income peers. Studies show that achievement gaps, behavioral problems, health disparities, and much more can all be dramatically affected by improving children’s access to high quality early education. The unparalleled brain development and socialization that takes place in the first few years of life mean that any investment a city makes in early education is an investment in its own long-term economic success.

### ✓ B.) GET ALL CHILDREN READING AT GRADE LEVEL BY 3rd GRADE

All children should be reading at grade level by age 8—the age at which reading to learn, and not just learning to read, becomes essential. Reading well at an early age is essential to later success in education, employment and life. When provided frequent, quality reading experiences in the home, and high-quality instruction in school, nearly every child can learn to read by the third grade.

A child’s literacy skills prior to kindergarten, as well as his or her reading skills at the conclusion of kindergarten, are highly predictive of future reading proficiency. During these critical years, reading with an adult is an especially important way to familiarize children with books and promote early awareness of written language and interest in reading.

Both school and community engagement are needed to support parents and other adult caregivers in strengthening home literacy and to provide students with broader opportunities to read with adults. Preschools and elementary schools can support all families by training parents and caregivers to use effective tutoring and joint book-reading strategies, such as listening to children read.

### ✓ C.) GRADUATE ALL STUDENTS FROM H.S. – PREPARED FOR COLLEGE & CAREER

Researchers are making progress in identifying the underpinnings of school success, including: (1) effective leaders who work with staff to implement a clear and strategic vision for school success; (2) collaborative teachers who are committed to the school, participate in professional trainings, and work to improve the school; (3) involved families who have strong relationships with school staff and support learning; (4) supportive environments where the school is safe and orderly and teachers have high expectations and are engaged with their students; and (5) ambitious instruction where classes are academically demanding and engage students.

Research from the University of Chicago has found that schools that were strong on these essentials were 10 times more likely to improve student learning gains in math and reading than schools that were weaker in these essentials. Research has also demonstrated the importance of expanded learning time in schools to open new opportunities for students to grow, providing more time for student engagement and deeper attention to academics; greater enrichment classes and activities that complement school curricula; and more time for teacher collaboration and development. Summer learning loss is a significant contributor to lowered achievement, and certain high-quality out-of-school time and summer learning programs have been found to sustain or accelerate learning and reduce incidences of violence.

## ✓ D.) ENSURE POST-SECONDARY EDUCATION OR TRAINING OPTIONS FOR ALL

Every American child should have a postsecondary option. Often a lack of information and/or encouragement are all that stand in our children's way as they look toward their options beyond high school. Working with school boards, educators, and partners in higher education to make accurate and empowering information more broadly accessible, especially to potential first-generation-college students is an important first step. Students should know what is expected of them in order to be competitive at the next level, they should have the support they need to perform, and they should be provided the proper context as to how a post-secondary education will likely affect their career and economic options. Encouraging, facilitating, and monitoring FAFSA completion long before the deadline, and exercises to locate and fill out post-secondary applications and scholarship forms should be incorporated in learning programs throughout high school years.

## ✓ E.) IMPROVE ACCESS TO JOBS AND VALUABLE WORK EXPERIENCE

A mere glimpse into a workplace or higher education setting can help youth begin envisioning themselves in fulfilling careers, and building plans to make those visions a reality. When community leaders underscore for employers the long-term workforce and economic benefits of empowering the next generation of workers, everyone wins. Investments in infrastructure, advanced manufacturing, job training and raising the minimum wage will pay dividends to the economy as a whole and improve employment prospects for all young people. Summer jobs, internships, and direct line-of-sight into local professional workplaces can provide motivation, structure, and encouragement for long-term career planning—as well as “soft skills” like punctuality, teamwork and interpersonal communication, all of which enhance job prospects.

A few specific ideas for action are: (1) Collect commitments from local businesses for summer job opportunities to cover a target percentage of youth between the ages of 16-24. (2) Reach out to public and private sector employers to urge them to develop job-shadowing and internship programs for low income youth. (3) Encourage local employers to host regular field-trips from classes and community programs from local low income areas to tour their work space and interact with staff. These can be important for children as early as elementary school.

## ✓ F.) PREVENT YOUTH VIOLENCE AND PROVIDE SECOND CHANCES

No one is more acutely aware than local executives of how dangerous our streets can be, particularly for boys and young men of color. Violence too often leads to communities gripped by fear and heartbreak, lost lives, and incarceration. These problems reverberate through our neighborhoods and families in countless harmful ways.

Mayors, tribal leaders and county executives have unique access to the various players who must play a part in reaching young people and implementing strategies to avert tragedy. Specifically, they can embrace models for community engagement that promote constitutional and community oriented policing as core operational philosophies and provide training on racial bias and disparities to prosecutors, defense counsel, judges, probation officers and others involved as decision makers in the criminal justice system. And they can increase the availability of diversion programs to keep youth out of the juvenile justice system; increase the use of alternatives to incarceration, especially for status and misdemeanor offenses; and enhance educational and training programming for juveniles in secure placement.

Criminal histories keep many young people from getting jobs, securing housing, attaining higher education, or qualifying for loans or credit – even when they are otherwise qualified and have paid their debt to society. Local government executives can do a great deal to facilitate more successful reentries by addressing policies that saddle juveniles and young adults with excessive fines and permanent criminal records. A more effective approach is often to strengthen a community's focus on the potential and future of juveniles who have gotten into early trouble, while actively working to implement strategies that have proven to lower the likelihood of re-offense. This could include, for example, working with public housing authorities to reduce barriers for formerly-incarcerated individuals to obtain stable housing. Several communities are also exploring initiatives to modify requirements for the disclosure of juvenile or criminal records on job applications.

## ✓ **ADDITIONAL IMPERATIVE: ISSUE A CALL TO ACTION FOR MENTORS**

Access to a healthy and engaged mentor can make a world of difference in a young person's life. Mayors, tribal leaders, and town and county executives' voices will be critically important in encouraging their citizens to step up as mentors, while working with public and private sector partners to create effective mentorship programs. Several Mayors are leading by example in their cities by providing all municipal employees, from high ranking city officials to custodial staff, with mentorship training, access to matching programs, and paid time each week to dedicate toward mentorship.

## **SHARE YOUR FINDINGS**

Possibly the most important component of this Challenge is the sharing of best practices, dead-ends, and promising ideas between government officials and their partners. No one who is committed to this work should be working in a vacuum anymore. The MBK Community Challenge provides a venue, and an organizing principle for communities like yours to facilitate the sharing of information and successful strategies to ensure that no current or future leader feels that he or she needs to reinvent the wheel in attempting to address the same problems that other leaders across town or across the country have already found success in solving.

As part of your plan, incorporate a reporting structure that will facilitate the sharing of data, policy techniques, and program strategies between cities. As your work continues, adopt "What Works First" policies requiring budget directors and program managers to compare existing and proposed programs to the programs with the strongest available evidence of impact, and require a justification if a low-evidence approach is selected.

## **CONCLUSION**

In order to maximize the effectiveness of MBK Community Challenge plans, our hope is that you will approach this effort with an eye both toward short-term priorities and long-term progress. In constructing and carrying out plans, we hope community leaders will keep sustainability top of mind, and work to ensure they are answering questions with their plan as to how to keep their effort focused and effective for as long as it takes to be successful. For instance: How will you ensure your plan stays fresh and relevant over time? How will you ensure a sustained focus on eliminating disparities and obstacles to opportunity? What types of protocols will you put in place to ensure that once goals are met and problems are effectively solved, your plan can adapt to focus on sustaining the progress, or identifying new problems to solve? Build into your plan guidelines for how your community will recognize success, and move forward from there.

The President has issued this call to action at a time when our economy is growing, jobs are being created, and the global marketplace is expanding. But along with these changes come a rapidly advancing global marketplace for workers, a shrinking need for unskilled labor, and growing disparities between the rich and the poor. As a country, we simply can't afford to let any of our young people slip through the cracks.

# 2020 Street Maintenance

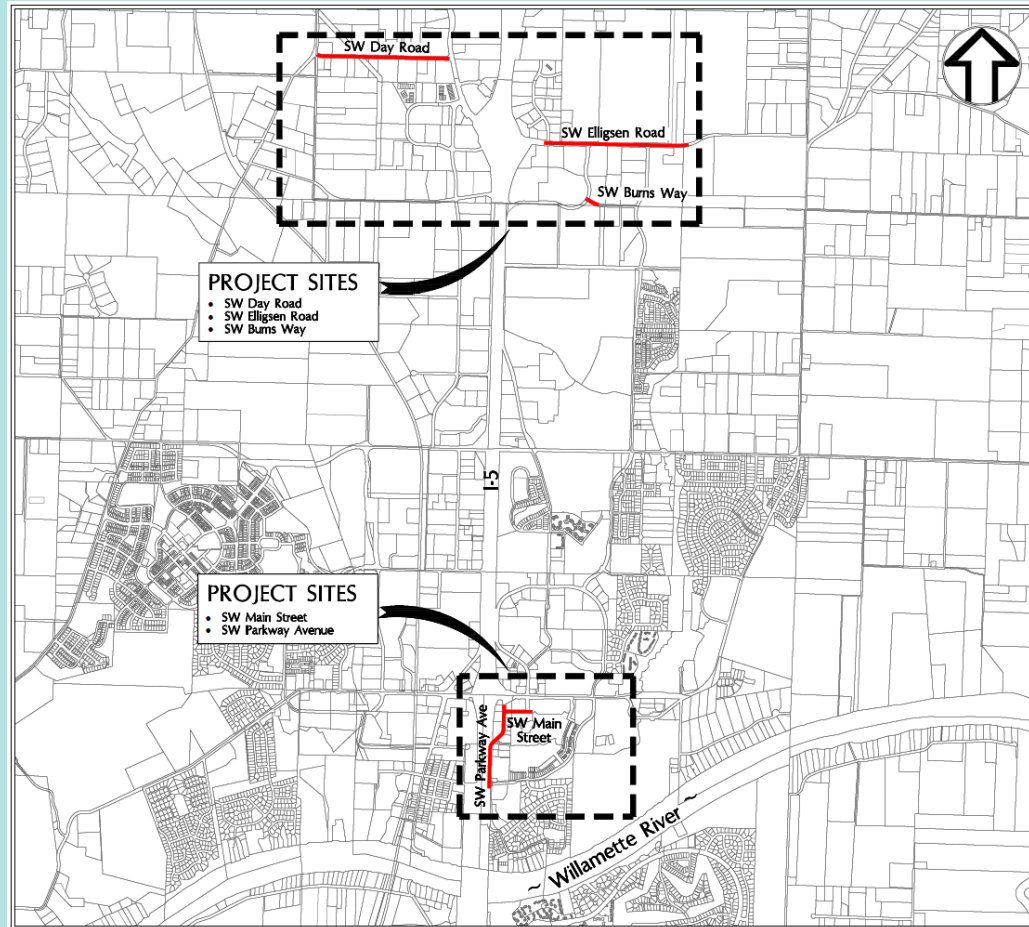
July 6, 2020



**WILSONVILLE**  
OREGON

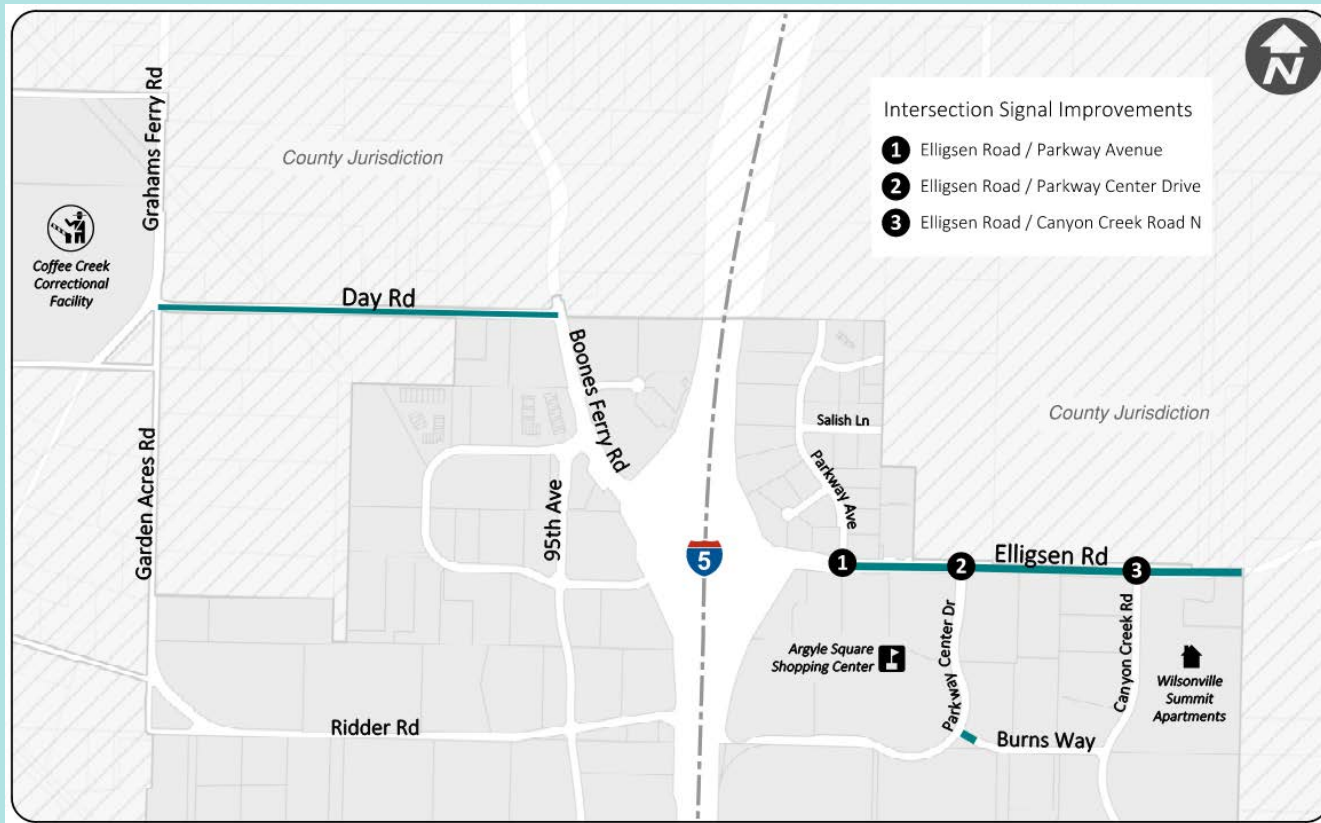


# 2020 Street Maintenance



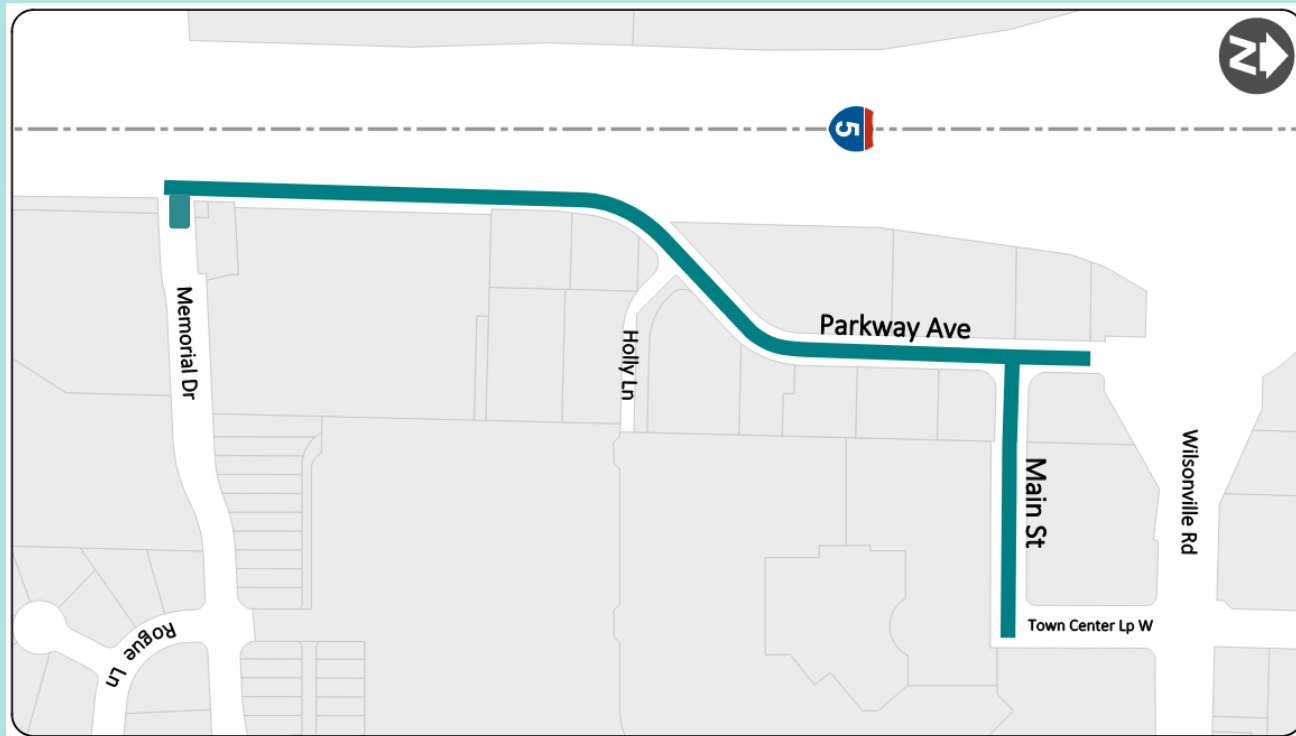


# 2020 Street Maintenance



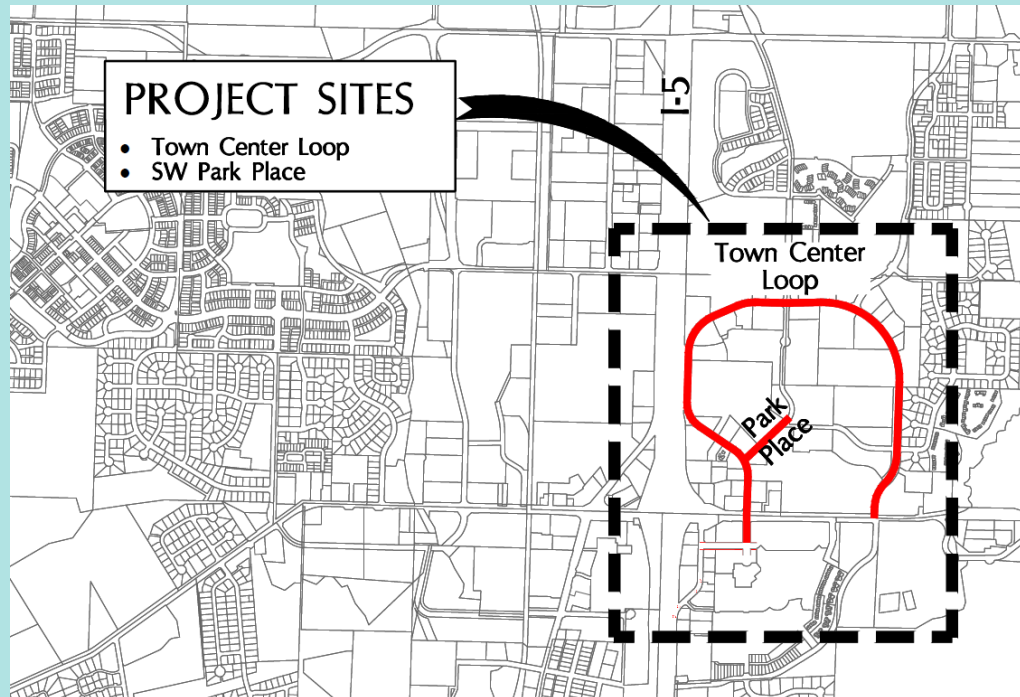


# 2020 Street Maintenance





# 2021 Street Maintenance





## CITY COUNCIL ROLLING SCHEDULE Board and Commission Meetings 2020

Items known as of 07/01/20

### July

DATE	DAY	TIME	EVENT	LOCATION
7/8	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
7/13	Monday	6:30 p.m.	DRB Panel A - <b>Cancelled</b>	Council Chambers
7/20	Monday	7:00 p.m.	City Council Meeting	Council Chambers
7/22	Wednesday	6:30 p.m.	Library Board	Library
7/27	Monday	6:30 p.m.	DRB Panel A	Council Chambers

### August

DATE	DAY	TIME	EVENT	LOCATION
8/3	Monday	7:00 p.m.	City Council Meeting	Council Chambers
7/8	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
7/13	Monday	6:30 p.m.	DRB Panel A	Council Chambers
7/20	Monday	7:00 p.m.	City Council Meeting	Council Chambers
7/21	Tuesday	1:00 p.m.	Arts, Culture and Heritage Strategy Task Force Meeting #2	Council Chambers
7/22	Wednesday	6:30 p.m.	Library Board	Library
7/27	Monday	6:30 p.m.	DRB Panel A	Council Chambers

### Community Events:

- 7/7** Teen Event, 2:00 p.m. to 4:00 p.m. online at Zoom Meeting code 845-6527-3521
- 7/8** Guided Meditation Meetup; 5:30 p.m. to 6:00 p.m. online at: <https://www.facebook.com/WilsonvilleParksandRec/>
- 7/9** Family Stories & Science 10:30 a.m. to 11:00 a.m. online at: <https://www.facebook.com/WilsonvilleLibrary/>
- 7/9** Wilsonville Farmers Market; 4:00 p.m. to 8:00 p.m. at Town Center Park.
- 7/13** English Conversation Group (ECG); 6:00 p.m. to 7:30 p.m. contact: [gitlitz@wilsonvillelibrary.org](mailto:gitlitz@wilsonvillelibrary.org) or 503-570-1582 for Zoom info.
- 7/14** Teen Event, 2:00 p.m. to 4:00 p.m. online at Zoom Meeting code 845-6527-3521
- 7/15** Guided Meditation Meetup; 5:30 p.m. to 6:00 p.m. online at: <https://www.facebook.com/WilsonvilleParksandRec/>
- 7/16** Family Stories & Science 10:30 a.m. to 11:00 a.m. online at: <https://www.facebook.com/WilsonvilleLibrary/>

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> July 6, 2020	<b>Subject: Resolution No. 2823</b> A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Professional Services Agreement with Stantec Consulting Services to Provide Engineering Consulting Services for the Water Treatment Plant Expansion project (Capital Improvement Project #1144)  <b>Staff Member:</b> Mike Nacrelli, PE, Civil Engineer  <b>Department:</b> Community Development	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt the Consent Agenda.		
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.		
<b>Project / Issue Relates To:</b>		
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure	<input checked="" type="checkbox"/> Adopted Master Plan(s): Willamette River Water Treatment Plant Master Plan Update 2017	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) with Stantec Consulting Services (Stantec) in the amount of \$3,888,741 for engineering consulting services for the Water Treatment Plant (WTP) Expansion (CIP #1144) project (Project).

**EXECUTIVE SUMMARY:**

The Wilsonville WTP is scheduled for expansion from 15 Million Gallons per Day (MGD) to 20 MGD design capacity necessary to meet projected demand as both Wilsonville and the City of Sherwood continue to grow. The 2017 WTP Master Plan Update identifies the improvements necessary for this expansion. Council adopted Resolution 2801 on March 16, 2020 authorizing the use of a Construction Manager/General Contractor (CMGC) contracting method for construction of the Project. Stantec will complete a 30% design of the Project before assisting the City in selecting a CMGC contractor to collaboratively finalize the design.

Staff issued a Request for Proposals (RFP) on April 1, 2020 for professional engineering services for the Project. Three proposals were received by the April 30, 2020 due date. Staff evaluated the submitted proposals and determined that Stantec was best qualified to perform engineering consulting services for the Project.

This PSA begins the engineering design and CMGC procurement process for the Project. A contract amendment with Stantec for final design and construction engineering services will be required after the CMGC is selected (under separate contract) and the design is developed to 90% completion.

**EXPECTED RESULTS:**

The expanded WTP will provide sufficient capacity to accommodate growth in the City of Wilsonville for the next 10 years, facilities will be more seismically resilient, and outdated equipment will be replaced.

**TIMELINE:**

Design is anticipated to be 30% complete by the end of 2020, at which point a CMGC procurement will be solicited. Design would likely be completed by the end of 2021, with construction completed in 2022 or 2023.

**CURRENT YEAR BUDGET IMPACTS:**

The FY2020-21 budget includes \$5,295,000 for design of the Water Treatment Plant 20 MGD Expansion project (CIP 1144) funded through a combination of water utility fees, water system development charges and contributions from the City of Sherwood. The current contract amount for engineering consulting services is \$3,888,741, which is within the budgeted amount. An additional \$800,000 is estimated for the future contract amendment for final design and construction engineering services. This project is anticipated in the City's five-year capital improvement plan and will carry into the next fiscal year.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 6/22/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 6/30/2020

**COMMUNITY INVOLVEMENT PROCESS:**

Any modifications to existing buildings or construction of new buildings could require site design review by the Development Review Board, with the associated public outreach process. The need for any new or modified buildings will be determined during design of the Project.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

The Project will provide needed capacity expansion at the WTP to accommodate planned development in the cities of Wilsonville and Sherwood for the next 10 years.

**ALTERNATIVES:**

The Project work will include assessment of a number of design alternatives in the expansion of the Wilsonville WTP. Each alternative will be assessed on the basis of cost, design life, regulatory compliance, support of planned future expansion, equipment reliability, and a number of other considerations, resulting in a well-planned, high-quality expansion of the City's water treatment infrastructure.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2823
  - A. Water Treatment Plant Expansion Professional Services Agreement

**RESOLUTION NO. 2823**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE WATER TREATMENT PLANT EXPANSION PROJECT (CAPITAL IMPROVEMENT PROJECT #1144).**

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #1144, known as the Water Treatment Plant Expansion project (the Project); and

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

WHEREAS, Stantec Consulting Services submitted a proposal on April 30, 2020 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

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

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Stantec Consulting Services has provided a responsive and responsible proposal for engineering consulting services.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Stantec Consulting Services for a not-to-exceed amount of \$3,888,741, which is substantially similar to **Exhibit A** attached hereto.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6<sup>th</sup> day of July, 2020, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

- A. Water Treatment Plant Expansion Professional Services Agreement

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT (CIP #1144)**

This Professional Services Agreement (“Agreement”) for the Design of the Willamette River Water Treatment Plant Expansion Project (“Project”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Stantec Consulting Services Inc.**, a New York corporation (hereinafter referred to as “Consultant”).

**RECITALS**

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

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

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

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

**AGREEMENT**

**Section 1. Scope of Work**

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

**Section 2. Term**

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

**Section 3. Consultant’s Services**

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

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

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

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

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

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

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed THREE MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS (\$3,888,741), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

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

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

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.



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

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

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

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

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

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

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

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

## **Section 8. Project Information**

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

## **Section 9. Duty to Inform**

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

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

10.1. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

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

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

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

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

## **Section 12. Consultant Responsibilities**

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

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

## Section 13. Indemnity

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

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

## Section 14. Insurance

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

14.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this

Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an “occurrence” form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

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

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

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

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

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant’s liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant’s Commercial General Liability,

Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

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

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

15.1.1. By mutual written consent of the parties;

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

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

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant

shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

15.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

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

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

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

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

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on

Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

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

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

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

19.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the 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 the City upon request without additional compensation. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing 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.

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

### **Section 20. Notices**

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

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



To Consultant: Stantec Consulting Services Inc.  
Attn: Bryan Black  
601 SW 2<sup>nd</sup> Avenue, #1400  
Portland, OR 97204  
(503) 490-2041; bryan.black@stantec.com

## Section 21. Miscellaneous Provisions

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

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

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

21.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

21.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONSULTANT:**

**CITY:**

STANTEC CONSULTING SERVICES INC.

CITY OF WILSONVILLE

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

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

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

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

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

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

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

APPROVED AS TO FORM:

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

**Exhibit A**  
**Design Scope of Services**  
**WRWTP Expansion Project #1144**

Prepared for City of Wilsonville, Oregon  
Prepared by Stantec Consulting Services, Inc.  
June 19, 2020

**A. Introduction**

This scope of work provides professional engineering and design services related to the Willamette River Water Treatment Plant (WRWTP) Expansion (Project #1144). The project will serve to expand the existing Willamette River Water Treatment Plant (WRWTP) from 15 mgd to 20 mgd for greater finished water production to serve the cities of Wilsonville and Sherwood, Oregon. Construction will utilize the Construction Manager/General Contractor (CM/GC) form of project delivery.

**ENGINEER PROJECT TEAM**

**Table 1** lists the ENGINEER project team and responsibilities.

**Table 1: ENGINEER Responsibilities**

<b>Role</b>	<b>Company</b>	<b>Responsibility</b>
Prime Consultant	Stantec Consulting Services Inc.	Project Management, CM/GC procurement assistance and coordination, detailed design of process mechanical (excluding ozone generation and contactor upgrades), structural, architectural, landscape, civil, geotechnical disciplines, computation fluid dynamics (CFD) modeling, hydraulics analyses, tracer studies, permitting assistance, Oregon Health Authority and other regulatory coordination, and cost estimating.
Subconsultant	HDR	Detailed design of electrical and building mechanical (HVAC, Building Plumbing, and Fire Protection) disciplines
Subconsultant	CDM Smith	Evaluation and detailed process design of gaseous oxygen (GOX) piping, ozone generation equipment and contactor upgrades including potential replacement of ozone-related water quality analyzers (excluding contact basin hydraulics, CFD, tracer studies, and baffling; and liquid oxygen bulk storage and vaporization systems)
Subconsultant	Portland Engineering	Detailed design of Instrumentation and Control improvements
Subconsultant	Otak, Inc.	Field surveys and development of base mapping for design
Subconsultant	Angelo Planning	Conditional Use Permit and Site Design Review

The subconsultants listed in **Table 1** may be modified in the future depending on project needs and requirements.

**B. PROJECT BACKGROUND**

The WRWTP was commissioned in 2002 to serve the City of Wilsonville. The City of Sherwood became a partner in 2014, started receiving water from the WRWTP, and owns 5 mgd of the total 15 mgd plant

capacity. The CITY has had an agreement with Veolia to operate and maintain the plant since it was initially commissioned in 2002.

The Cities of Wilsonville and Sherwood need additional and reliable potable water. To meet this challenge, life-safety, seismic, electrical and O&M improvements have been identified in addition to capacity expansion at the WRWTP. The Willamette Water Supply Program (WWSP) is constructing raw water improvements starting in mid-2020 including upgrades/modifications to the existing Raw Water Pump Station (RWPS) and Intake pipe. The Oregon Health Authority (OHA) approved use of ozone upstream from filtration as a primary disinfectant with six new conditions of approval. The proposed capacity upgrade is identified in the 2017 WRWTP Master Plan Update near-term CIP along with other improvements identified by Veolia staff.

The Project seeks to “up-rate” primary treatment processes (Actiflo, ozonation, filtration, and chlorine disinfection) to increase production capacity to 20 mgd without the need to build additional ballasted flocculation trains, ozone contact basins, filters, nor additional clearwell volume. With this expansion, the CITY also has an opportunity to decrease future costs and risks by effectively planning for the next expansion to 30+ mgd.

The CITY will also conduct a filtration pilot study concurrently with the preliminary design of the WTP expansion and related improvements. The study will be focused on the critical task of demonstrating and obtaining approval from OHA for an increased filtration rate over a 12-month period.

### **C. KEY PROJECT CONSIDERATIONS**

1. WRWTP will be expanded from 15 mgd to 20 mgd maximum daily finished water production.
2. Existing processes at the WRWTP – ballasted flocculation (Actiflo), ozonation, deep bed granular media filtration, chlorination – have operated well since original plant commissioning in 2002 and will continue to serve into the future.
3. Construction work for the Willamette Water Supply Program (WWSP) Raw Water Facilities will be taking place on the same site beginning in June 2020.
4. The “WRWTP 2017 Master Plan Update” was previously completed for the WRWTP and will serve as a partial basis of the work of this Project. Recommendations from the Master Plan will be reviewed and confirmed at project initiation.

### **D. ANTICIPATED DESIGN SCOPE**

**Table 2** provides the anticipated scope of design services that will be required for the Project. The initial phases of this project will include review and confirmation of the recommendations from the Master Plan. The outcomes of these evaluations may lead to additional improvements being added to the scope beyond what has been previously identified by the CITY and Veolia. Additional design scope beyond what is included in this scope of services would need to be authorized by the CITY through contract amendment.

**Table 2: Anticipated Design Scope**

<b>Area</b>	<b>Design Elements</b>
Raw Water Pump Station	<ul style="list-style-type: none"> <li>• Replacement of Raw Water Pump No 4</li> </ul>
Finished Water Pump Station	<ul style="list-style-type: none"> <li>• Seismic retrofits</li> <li>• Replacement of Finished Water Pump No 4 or installation of fifth pump</li> </ul>
Actiflo	<ul style="list-style-type: none"> <li>• Replace/upgrade MCCs with upgraded components</li> <li>• Shelf spare sand pump</li> </ul>
Ozone Contactors	<ul style="list-style-type: none"> <li>• Replacement of ozone diffusers with new, fine bubble diffusers and diffusion manifolds, valves, and appurtenances</li> <li>• Process Sampling Improvements</li> </ul>
Ozone Generators	<ul style="list-style-type: none"> <li>• Replacement of two existing ozone generators with larger units including inlet oxygen gas and outlet ozone gas pipelines, gas control valves and meters, as necessary</li> <li>• Installation of emergency shutoff at two exits</li> </ul>

Area	Design Elements
Clearwell	<ul style="list-style-type: none"> <li>• Baffling</li> </ul>
Washwater Equalization (WWEQ) Basin	<ul style="list-style-type: none"> <li>• Seismic retrofits</li> <li>• Modifications to support chemical lines along western wall</li> <li>• Replacement of washwater pumps</li> </ul>
Solids Thickening	<ul style="list-style-type: none"> <li>• Installation of second solids mixing pump or purchase of shelf spare</li> </ul>
Solids Dewatering Building	<ul style="list-style-type: none"> <li>• Seismic retrofits</li> <li>• Addition of overflow scupper with downspout to Solids Handling Building</li> </ul>
Liquid Oxygen (LOX) Storage	<ul style="list-style-type: none"> <li>• Upsize existing LOX tank and vaporizer</li> </ul>
Chemical Storage and Metering	<ul style="list-style-type: none"> <li>• Second dry polymer batching system for Actiflo</li> <li>• Replace all existing chemical feed lines from storage tanks to injection points</li> <li>• Containment pans for chemical feed lines routed above doorways</li> <li>• Provide seismic bracing for chemical feed lines</li> <li>• Add wye and basket strainers to all pump suction lines</li> <li>• Add ventilation lines back to tank on sodium hypochlorite system</li> <li>• Add solenoid valves to prevent chemical dosing after power interruption</li> </ul>
Power System Upgrades	<ul style="list-style-type: none"> <li>• New switchgear and transformer housed in a new building</li> <li>• New 2 MW generator installed in weatherproof, noise attenuating enclosure coupled with an automatic transfer switch</li> <li>• Convert existing emergency generator room to workshop storage space</li> <li>• Evaluate need for additional power supply for ozone system</li> <li>• Diesel storage tank</li> </ul>
Site/Civil	<ul style="list-style-type: none"> <li>• Extension of chemical pipe utilidor (approximately 400 LF) to southern end of plant</li> <li>• Paving</li> <li>• Improved truck access to LOX Storage Tank</li> <li>• Replace main access gate</li> <li>• Landscaping around new facilities</li> </ul>

### GENERAL DESIGN ASSUMPTIONS

1. The intent of the Project is to demonstrate acceptable performance at higher capacities for the two existing Actiflo basins in lieu of building new process units, but this is subject to OHA approval. Existing Actiflo units do not require renovation unless noted otherwise in this scope of work.
2. Raw water metering and flash mix facilities do not require improvements for 20 mgd.
3. Existing ozone dissolution and contact chambers are adequate for the expansion and no new basins are required. The plant will continue to rely on bubble diffusion to introduce ozone into water, rather than sidestream injection.
4. Ozone destruct and work on the ozone contactor structure roof is not included. Ozone destruct, off-gassing, and safety systems are not included.
5. Ambient ozone and oxygen analyzer replacement or modifications not included.
6. The CITY will continue use the ozonation process to meet a 1-log *Cryptosporidium* inactivation goal as a voluntary, unregulated goal.

7. No new filters will be constructed, with the assumption that the Filtration Pilot Study will successfully demonstrate filter loading rates up to 11 gpm/sf. Existing Filtration units do not require renovation unless noted otherwise in this scope of work.
8. Clearwell baffles will be added during the scheduled February 2021 WRWTP shutdown period(s) for greater disinfection capability to achieve at least 0.5-log Giardia inactivation at 20 mgd.
9. Chemical systems are sufficient for the expansion unless otherwise noted in the scope of work.
10. Additional design scope identified during Preliminary Design will be authorized through contract amendment.
11. ENGINEER shall be entitled to reasonably rely upon the information and data provided by the Client or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included herein.

#### **E. Scope of Services**

**Table 3** provides a simplified list of Tasks that are described in greater detail below. A Preliminary List of Drawings to be produced for this Project is included with the Scope of Services as **Attachment A**.

**Table 3: Task Listing**

<b>Task No.</b>	<b>Task Name</b>	<b>Summary of Service</b>
1.0	Project Management	Project Management, client communications, subconsultant contracting, quality assurance, schedule and budget management, invoicing and status reporting.
2.0	Filtration Pilot Study	Pilot study to support uprating of existing filters (equipment and initial ENGINEER services, including development of the pilot test plan, to be scoped separately)
3.0	CM/GC Procurement Support and Coordination	Support CM/GC contractor procurement by the CITY and implementation of project delivery using CM/GC
4.0	Surveying and Geotechnical Investigation	Includes surveying and geotechnical investigations as required
5.0	Preliminary Design	Includes alternatives development, development of Basis of Design Report (BODR) and 30% Design Documents
6.0	Detailed Design	Includes detailed design and construction services for clearwell modifications to improve the hydraulic efficiency to allow continued use of free chlorination as the primary disinfection method, and development of 60, 90, and 100-percent complete design packages for the rest of the improvements.
7.0	Permitting Assistance	Develop permitting plan, coordinate, and submit permit applications on behalf of the CITY
8.0	Engineering Services During Construction	Scope of Services to be developed during final stages of Task 3 and authorized by amendment in March 2021 (approximate)

Optional Tasks: Actiflo Full Scale Demonstration Testing, Ozone Contactor Tracer Study, Ozone Contractor CFD Modeling, Preliminary Clearwell Tracer Study, Conditional Use Permit Application

## GENERAL DELIVERABLE ASSUMPTIONS

Form of deliverables for each task and subtask is described herein. All work will be prepared using the ENGINEER's design, drafting and documentation standards.

1. Technical Memoranda (TM) will be provided to the CITY in draft and final form. Draft TMs will be submitted by the ENGINEER in MSWord file format and a Portable Document Format (PDF). Final Preliminary Design TMs will be combined into a BODR. Five paper copies of Final TMs not included in the BODR will be submitted by the ENGINEER along with a PDF file.
2. The Draft and Final BODR will be submitted as a PDF. Five bound paper copies of the Final BODR will be delivered to the CITY.
3. Other reports and documents that are described below as specific deliverables will be prepared during the work and provided to the CITY. Unless otherwise noted, five paper copies of each final deliverable will be furnished. Draft deliverables will only be provided in PDF format.
4. Final construction drawings will be prepared according to the ENGINEER's CAD standards and delivered to the CITY in AutoCAD format. 3D models will be developed using Revit or other comparable software as determined by the ENGINEER and submitted to the CITY. No paper copies will be provided by the ENGINEER. The CITY may choose to distribute bidding documents using electronic files in whole or in part.
5. It is understood that the CITY will review and comment on all submittals within 10 working days, unless otherwise indicated, and that the CITY staff will be made available in a timely manner for review workshops. The CITY will use a mutually agreeable form for collating and recording comments. The ENGINEER will prepare written responses as appropriate, documenting the resolution of the CITY's comments and concerns. The ENGINEER will incorporate accepted comments into the final deliverable. Design work will proceed during each review period to avoid schedule impacts. Changes to design documentation resulting from comments will be reflected in the deliverable for the next milestone (e.g.; comments on the 30% design will be reflected in the 60% design submittal).

# **1 PROJECT MANAGEMENT**

## **Task 1 Objectives:**

The purpose of this task is to provide the administrative, client communication, sub-consultant management, quality assurance (QA), and financial/schedule management activities to complete the WRWTP Expansion. The ENGINEER will manage the project according to the ENGINEER's internal Project Delivery Framework. Project management services for Task 8 (Engineering Services During Construction) of this project will be separately scoped.

## **Task 1 Assumptions:**

- A. Period of Performance is anticipated to be August 2020 through September 2021. Additional services beyond September 2021, including Engineering Services during Construction, will be authorized by amendment.

## **Task 1 Subtasks:**

- 1.1 Execute sub consulting agreements and set up project financial systems
- 1.2 Plan and Execute Quality Assurance
- 1.3 Develop and submit the Project Management Plan, including budgets.
- 1.4 Review Veolia's Health and Safety Plan and develop the Project Health and Safety Plan consistent with Veolia's and ENGINEER's policies.
- 1.5 Develop and submit a project schedule that incorporates key activities and milestones. Provide updates to the project schedule on a monthly basis.
- 1.6 Manage project activities including tasks, budgets, schedule, and project decision log. Coordinate with CITY Staff, Veolia, the CM/GC, and subconsultants to discuss the status of and guide completion of work activities. Ad-hoc meetings will be held by teleconference, video conference, or



other means as needed to facilitate communication and information exchange while complying with COVID-related laws and policies. The ENGINEER will make use of email and conventional correspondence as necessary to transmit information, make submittals, etc.

- 1.7 Provide monthly billing invoices with progress reporting. Monthly invoices shall include a breakdown of hours by staff category billed by task. Include a summary of cost to date and percentage complete by task. Provide monthly project status reports with an overview of the past month's activities and identification of upcoming project activities and milestones in the coming month.
- 1.8 Notify CITY of design and project changes. Prepare change management logs as necessary.
- 1.9 Conduct monthly progress meetings with the CITY staff to review project scope, schedule, and status. At a minimum, the ENGINEER's Project Manager or Project Engineer will attend. Meetings will be held at WRWTP or via Teleconference. Written summaries will be prepared and distributed as PDF files for each meeting.
- 1.10 Perform project closeout at the conclusion of the work.

**Task 1 Deliverables:**

- A. Project Management Plan
- B. Project Schedule with updates
- C. Project Budget with status updates
- D. Quality Assurance Plan
- E. Decision log with updates
- F. Invoices and Project Status Reports
- G. Monthly meeting summaries
- H. Change management log and updates

## **2 FILTRATION PILOT STUDY**

**Task 2 Objectives:**

Demonstrate filter performance for the WRWTP, as determined by unit filter run volumes (UFRVs) and filter effluent water quality, at filter loading rates up to 11 gallons per minute per square foot (gpm/sf). The data gathered by this pilot study will be compiled in a final report and submitted to the Oregon Health Authority (OHA) with the intent of obtaining approval to increase the capacity of the existing filters to 20 million gallons per day (mgd), or higher. This will provide the WRWTP a low-cost means to increase plant capacity to meet demands until approximately 2034.

The plant will need to obtain approval from the Oregon Health Authority (OHA) to increase filter loading rates. A pilot study is required by OHA to demonstrate that the existing WRWTP filters can operate at higher filtration rates while meeting state and federal requirements. Per OHA requirements outlined in a letter received by the CITY in April 2020, the pilot will need to extend over a full year, to demonstrate filter performance with seasonal changes in the raw water quality. Ultimately, the pilot study results will be summarized in a report for OHA review and approval. The Willamette Water Supply Program (WWSP) is a partner in this project and plans to use the data from this project to receive OHA approval of the filter loading rates proposed for the new water treatment plant being designed as part of the WWSP. As such, all work shall be conducted and results presentation prepared in such a manner to benefit both the City of Wilsonville and the WWSP in their respective efforts to receive OHA filter loading rate approval.

**Table 4** illustrates the WRWTP capacity at increased filtration rates. The current approved filtration rate is 8.0 gpm/sf with one filter out-of-service for the existing filters, each with a surface area of 460 sf. Increasing the maximum filtration rate from 8 gpm/sf to 11 gpm/sf increases the available firm plant filtration capacity from 15.9 to 21.9 mgd, or an increase of 38%.

**Table 4: Filtration Rate and WRWTP Capacity**

Filter Rate and Plant Capacity Information				
Filtration Rate (gpm/sf)	Individual Filter Capacity (mgd)	Combined Filter Capacity <sup>(1)</sup> (mgd)	Combined Filter Firm Capacity <sup>(2)</sup> (mgd)	Combined Filter Firm Capacity Increase <sup>(3)</sup> (%)
8.0	5.3	21.2	15.9	-
9.0	6.0	23.8	17.9	12.6 %
10.0	6.6	26.5	19.9	25.2 %
11.0	7.3	29.1	21.9	37.7 %

Notes:

1. Maximum plant inlet flow rate with all filters in service.
2. Maximum total filtration capacity with one filter out of service (firm filtration capacity).
3. Percent combined nominal filter capacity increase compared to 8.0 gpm/sf filtration rate.

**Task 2 Assumptions:**

- This study also has interest by the WWSP. The CITY will coordinate efforts with the WWSP, potentially including distribution of draft documents for review and comment.
- The City of Sherwood is a partner in the water treatment plant; the WWSP has interest in the outcome of the study; and all are considered key Stakeholders.
- The CITY will perform/provide the following work for this task:
  - Attend meetings and workshops.
  - Review filtration pilot study deliverables and provide comments within 7 days of receipt.
  - Operate the pilot plant, including field activities for monitoring or sampling as indicated in the action plans for each task. The level of effort will vary based on amount of troubleshooting that is required to match test conditions in the work plan.
  - Provide particle counters that can be used at the water treatment plant after the study concludes.
  - Provide location, power, and water connections required for pilot plant operations.
  - Coordinate with the WWSP
  - Pay any OHA review / permit fees
  - The CITY will secure pilot test equipment from the ENGINEER through an Equipment Lease Agreement to be authorized separately.
- ENGINEER will perform/provide the work described in the subtasks below unless noted otherwise.

**Task 2 Subtasks:****2.1 Pilot Study Work Plan**

This task is scoped and budgeted under a separate contract. The purpose of this task is to develop detailed procedures for conducting pilot-scale testing at the WRWTP for approval by OHA prior to initiation of the Pilot Filter Rate Study.

**2.2 Pilot Filter Rate Study**

Testing will include pilot-scale collection of operational and filter performance data and will aim to investigate the effect of seasonal raw water quality variability on filter performance. Filter loading rates between 8 - 11 gpm/ft<sup>2</sup> will be tested, and filter operation and water quality parameters will be evaluated against CITY contract requirements, and state and federal requirements.

The filter rate study will span an entire year to assess the impact of seasonal water quality changes on filter operations. The pilot will be operated for a maximum of five weeks during each season, for a total of 20 weeks. Specific work items to be completed under this task are:

1. The CITY has procured a pilot unit throughout the duration of the study from ENGINEER through a separate contract. The unit shall include at least two filter column feed pumps and associated columns, analyzers, peristaltic chemical feed pumps, air compressor, backwash pump and backwash tank.
2. The ENGINEER shall facilitate pilot plant start-up and commissioning, as well as demobilization of pilot equipment
3. The CITY will operate and maintain the pilot, including the collection and analysis of grab samples.
4. The ENGINEER will collect and analyze on-line data from pilot operations and online analyzers.
5. The CITY will provide all chemicals required for testing with assistance from the ENGINEER as needed.

Assumptions:

1. The pilot unit shall be capable of testing different filter loading rates. It is assumed that two filter columns will be used.
2. Once testing periods have enough data for analysis and reporting, a test may conclude early in accordance with the OHA approved work plan.
3. Media design and characteristics will match the existing filters.
4. Filter aid polymer (FAP) doses will be optimized during testing to achieve desirable finished water quality and filter performance goals. It should be noted that the existing full-scale plant filters have operated successfully without adding FAP for the past 18 years.

#### 2.2.1 Pilot Start-up/Shakedown, Decommissioning and Demobilization

Under this task, ENGINEER shall facilitate the installation and demobilization of the pilot unit. Specific work items to be completed under this task are:

1. ENGINEER shall provide the pilot start-up services, including start-up/shakedown, and instruction of CITY personnel.
2. ENGINEER will provide pilot installation guidance, including recommendations on location, power, water, and wastewater connections, and weather protection; and will install the pilot and make connections as noted below.
3. ENGINEER will provide pilot demobilization services including but not limited to preparing pilot for shipping, media disposal, and process disconnections.
4. The CITY will provide shelter for the pilot unit, and any required plumbing, electrical, and communications support, as outlined in the Work Plan.
5. The CITY will provide power supply, chemicals, and electricity for the pilot unit.
6. The CITY will provide filter media for testing to match existing filter media characteristics including depth, effective size, specific gravity, and uniformity coefficient.

#### 2.2.2 Data Collection and Analysis

The purpose of this task is to manage data collected from the pilot plant and full-scale plant and develop a database that captures the performance analysis. Data will be collected by a combination of ENGINEER provided on-line analyzers and Veolia-collected grab samples and will be outlined in the Work Plan. The data transfer protocol (email, etc.) will be determined at the pilot study Kickoff Meeting.

Specific work items to be completed under this task include:

1. The CITY will be responsible for maintaining test conditions and controlling pilot operations required for conducting the work.
2. The CITY will document all times when the pilot plant is not operating in a scenario that meets the work plan.
3. ENGINEER shall collect electronic data from the pilot unit.
4. ENGINEER shall compile data and develop figures and tables, as needed, to help facilitate discussion between ENGINEER and CITY.

5. ENGINEER shall work in collaboration to maintain a database inclusive of water quality and filter operational parameters throughout the study.
6. CITY will electronically submit weekly grab sample water quality data in .xlsx format.
7. CITY will provide full-scale operational data that corresponds to testing as a comparison to pilot operations also in .xlsx format, if feasible.

Assumptions:

1. On-line data collected by CITY shall include:
  - a. Settled water turbidity, and particle count (pilot only).
  - b. Filtered water turbidity and particle count for two filter columns
  - c. Operational parameters such as filtration rates, filter run time and head loss accumulation.
2. Monthly grab sample data (once per test period) collected and analyzed by the CITY shall include:
  - d. Settled water alkalinity, pH, TOC/UV254, and temperature
  - e. Filtered water TOC/UV254 and temperature

2.2.3 Interim Pilot Reports

ENGINEER will provide three (3) interim pilot reports at the end of each five-week seasonal testing period to summarize:

1. Influent water quality conditions,
2. Effluent water quality conditions, and
3. Filter operation and performance.

At the end of the fourth seasonal testing period, ENGINEER will summarize all pilot test results as further described in Task 2.4 Pilot Summary Report.

Deliverables:

1. Interim Pilot Report 1
2. Interim Pilot Report 2
3. Interim Pilot Report 3

2.3 Pilot Operation

This task assumes CITY will be responsible for operating the pilot in conformance with the work plan. Specific work items to be completed under this task are:

1. CITY will operate the pilot in accordance with the Work Plan
2. CITY will troubleshoot pilot as needed to meet Work Plan.
3. ENGINEER shall provide guidance to CITY for pilot operational changes and considerations to meet the Work Plan.
4. CITY will provide pilot operations including pilot data collection and troubleshooting
5. CITY will bear responsibility for pilot operations including but not limited to filter column backwashing, chemical refill, and troubleshooting.

Assumptions:

1. Pending OHA approval, seasonal pilot testing periods may be shortened or lengthened from five (5) weeks to something less pending continued acceptable filter performance demonstration at 11 gpm/sf.
2. The pilot will run for 5 weeks during each season for a total of 20 weeks of operational data over the year. Four seasons will be evaluated: spring, summer, fall and winter as defined in the work plan.
3. Two filter columns will be used for testing.

### 2.3.1 Weekly Operation Coordination Meetings

The purpose of this subtask is to facilitate communication between the ENGINEER and CITY's operations team. CITY and ENGINEER will discuss weekly operation activities pertinent to the filter rate study. ENGINEER shall provide input on operational changes that may be required to meet testing regime described in the Work Plan.

#### Assumptions:

1. Weekly operation coordination meetings will be attended by the ENGINEER's project manager and project engineer when the pilot is in operation. ENGINEER will facilitate meetings, provide agendas, and take notes.
2. Meeting notes and related materials (action/decision logs, presentations, etc.) shall be transmitted electronically (.pdf and/or .docx) via email within five business days of the meeting date.
3. CITY will supply filter study data three days prior to the weekly operation coordination meetings for ENGINEER to analyze and prepare figures.
4. Meeting durations will be up to 1 hour.

### 2.4 Pilot Summary Report

Upon conclusion of the pilot study, the ENGINEER shall present test results for each discreet test period in a final report. A draft and final report will be prepared to compile the results of the filter rate study along with project findings and recommendations. ENGINEER shall submit a draft of the report to the CITY, WWSP, the City of Sherwood, and Veolia for review/comment. ENGINEER will incorporate CITY comments into the draft report, then submit to OHA for review and comments. ENGINEER will incorporate comments from OHA and submit the final report to OHA for approval.

#### Assumptions:

1. CITY and Veolia will provide review comments 2-weeks following receipt of the draft report.
2. Draft Pilot Summary will incorporate comments from the CITY, WWSP, the City of Sherwood, and Veolia.
3. City has right to adjudicate comments from key stakeholders.
4. Final Pilot Summary will incorporate comments from OHA.

#### Deliverables:

1. Draft Pilot Summary Report.
2. Final Pilot Summary Report.

### 2.5 Meetings

The purpose of this task is to facilitate ENGINEER communication with the CITY, WWSP, City of Sherwood, Veolia, and OHA. ENGINEER shall provide draft agendas five business days prior to meetings and workshops.

#### 2.5.1 Internal Meetings

The ENGINEER will lead internal review workshops at the following stages: Interim Report Reviews 1-3, Pilot Summary Report review.

#### Assumptions:

1. Meetings shall be attended by ENGINEER's Project Manager and Project Engineer.
2. Meeting durations shall be 2 hours or less.

#### Deliverables:

1. Meeting Agendas.
2. Meeting Minutes.

### 2.5.2 Monthly Progress Status Meetings

Monthly progress status meetings will occur via conference call to provide updates on project performance, schedule, and progression. Meetings are assumed to be thirty minutes. Participation will include ENGINEER, Veolia, WWSP, and CITY managers. ENGINEER will discuss the filter operations and water quality data with CITY for the previous month test period including unit filter run volume, filtered water quality and backwash frequency.

#### Assumptions:

1. Monthly meetings between test periods will cease once filter performance has been continuously demonstrated during the testing period as defined in the work plan.

#### Deliverables:

1. Monthly Progress Status Meeting Agenda.

### 2.5.3 OHA Coordination Meetings

ENGINEER shall assist CITY in submitting a final study report by facilitating OHA coordination meetings, including a meeting to be held upon final submission of the report to OHA. In addition, ENGINEER shall assist CITY in providing follow-up and/or additional information, as needed, in support of re-rating the existing filters.

#### Assumptions:

1. One meeting will be held with OHA to provide an overview of the Pilot Summary Report.
2. One meeting will be held with OHA to resolve OHA comments on the Pilot Summary Report.
3. Meeting shall be attended by ENGINEER's Project Manager and Project Engineer.
4. Meeting durations shall not exceed 2 hours.

#### Deliverables:

1. OHA Coordination Meeting Agendas
2. OHA Coordination Meeting minutes.
3. OHA submittal cover letter (draft and final).
4. Draft and final OHA PowerPoint slide presentation.

## **3 CM/GC PROCUREMENT SUPPORT AND COORDINATION**

### **Task 3 Objectives:**

The objective of this task is to assist the CITY with CM/GC procurement and coordinate with the CITY and CM/GC during preliminary design and detailed design.

### **Task 3 Assumptions:**

- A. The CITY has approved the use of a CM/GC delivery method for this project.
- B. The ENGINEER will assist the CITY with the procurement of a CM/GC contractor. Advertisement and selection will be the responsibility of the CITY.
- C. It is the objective of the CITY for each party to collaborate in the planning, design and implementation of the proposed work.
- D. Coordination with City Council for CM/GC procurement has already been completed by the CITY.

### **Task 3 Subtasks:**

#### 3.1 Develop CM/GC Procurement Documents

The CITY and ENGINEER will work in collaboration to develop the CM/GC procurement documents as identified below.

The ENGINEER will:

- Provide three examples each of Requests for Proposals along with Contracting documents
- Advise CITY as requested on requirements and provisions to be included
- Provide recommendations for proposal selection criteria and scoring
- Provide one example set of Division 1 specifications, then finalize based on CITY review comments
- Develop project description draft and final
- Develop project schedule draft and final

The CITY will:

- Review and edit RFP / Contract example documents to finalize for use in the procurement
- Review and comment on Division 1 specifications
- Provide legal review

Assumptions:

1. Four meetings not exceeding two hours in length are assumed to prepare these procurement documents.

Deliverables:

1. Required documents include:
  - RFP
  - Contract
  - Division 1 Specifications
  - Schedule

### 3.2 Conduct CM/GC Proposal Process

The CITY and ENGINEER will work collaboratively to conduct the CM/GC Proposal process with responsibilities noted below.

The ENGINEER will:

- Answer questions during CM/GC proposal preparation
- Provide addenda content for up to 3 addenda
- Develop a pre-proposal presentation
- Participate in the pre-proposal meeting
- Review proposals and provide comments to CITY during evaluation team meeting

The CITY will:

- Advertise the RFP
- Distribute documents
- Maintain the plan holder's list
- Lead the pre-proposal meeting
- Receive questions
- Issue addenda
- Assemble and manage the proposal evaluation process and team
- Receive and distribute proposals
- Perform the evaluation
- Select or prepare a short-list of preferred CM/GC's
- Issue Notice of Intent to Award or Shortlist for Interview

Deliverables:

1. Answers to CM/GC Questions
2. Addenda content
3. Pre-proposal presentation

### 3.3 Conduct CM/GC Interview Process

The CITY and ENGINEER will work collaboratively to conduct the CM/GC Interview process with responsibilities noted below.

The ENGINEER will:

- Provide recommendations regarding interview format
- Prepare interview questions
- Attend the interview (2 Representatives from ENGINEER, Up to 3 Interviews)
- Provide input to CITY's selection committee

The CITY will:

- Schedule interviews and meeting rooms
- Manage / coordinate with selection committee
- Host interviews
- Score interviews
- Hold selection team meeting to prepare selection results
- Issue Notice of Intent to Award

#### Deliverables:

1. Interview Questions

### 3.4 CM/GC Phase 1 Contracting Assistance

The ENGINEER will assist the CITY with CM/GC contracting including.

- Reviewing and commenting on CM/GC scope of work
- Reviewing and commenting on CM/GC budget
- Review of bond and insurance documentation
- Prepare recommendation for award

#### Deliverables:

1. Comments on CM/GC Scope of Work
2. Comments on CM/GC Budget

### 3.5 Partnering Workshops

The ENGINEER will organize and facilitate partnering workshops with CITY staff, CM/GC representatives and other key stakeholders during the preparation of the BODR and detailed design. The ENGINEER will prepare information and graphics in support of the workshops, which will be held at the WRWTP site or via Teleconference.

#### 3.5.1 BODR Partnering Workshop

The BODR workshop will consist of a 4-hour partnering meeting to document project commitments, staffing and responsibilities, and objectives to be supported and carried forward by each party.

#### Deliverables

1. Agenda for Workshop
2. Partnering Agreement
3. Supporting materials and summary for the workshop

#### 3.5.2 Detailed Design Partnering Workshop

The Detailed Design Partnering Workshop will consist of a 4-hour partnering meeting to confirm review commitments and staffing, discuss key design or construction concerns, schedule, and overall approach for collaborating between each party during detailed design preparation.

#### Deliverables:

1. Agenda for Workshop



## 2. Supporting materials and summary for the workshop

### 3.6 Early Work Amendment (EWA) for Clearwell Modifications

An EWA is planned to install baffles in the clearwell during a February 2021 WWSP planned shutdown. This task will support the CITY in review and comment on the draft EWA generated by the CM/GC. ENGINEER scope of work for design and ESDC for the Clearwell Modifications is detailed in Task 6.

### 3.7 Construction Sequencing, Staging and Startup Planning

The ENGINEER will work together with the CM/GC and will develop preliminary construction sequencing and staging concepts in close coordination with WWSP construction. Opportunities for accelerated construction of portions of the project as identified by the CM/GC will be considered. Site circulation during construction and issues associated with performing construction with multiple contractors on-site while maintaining operation of the existing water treatment facilities will be evaluated by the CM/GC.

A conceptual start-up and testing plan will be developed cooperatively by the ENGINEER working with the CM/GC, with recommendations provided for minimizing electrical service interruptions and maintaining service to existing customers to the greatest extent possible. It should be noted that detailed startup and commissioning plans will be developed by the CM/GC and reviewed by the ENGINEER during subsequent construction phases with close coordination with WWSP construction.

ENGINEER's scope related to maintenance of Plant Operations (MOPO) during construction of the WWSP RWF improvements and the WRWTP expansion is detailed in Task 5 – Detailed Design.

#### Deliverables

1. It is assumed that these activities will be led and documented by the CM/GC

### 3.8 Guaranteed Maximum Price (GMP) Contracting

An Opinion of Probable Construction Cost (OPCC) will be developed at the BODR, 30%, 60%, and 90% design stage. The 30%, 60%, and 90% OPCC will be reconciled with CM/GC values as described in Task 5 and Task 6. The OPCC Reconciliation process is anticipated to result in a proposed GMP amendment from the CM/GC that includes documentation developed by all parties during preconstruction. The ENGINEER will support the CITY with review and comment on GMP amendment documentation.

#### Deliverables:

1. Comments on GMP amendment documentation

### 3.9 Engineering Support During Subcontract Buyout

Following execution of the GMP amendment, the CM/GC will proceed with procurement of its subcontractors. The ENGINEER will provide general support during subcontract bidding and procurement by the CM/GC by advising on equipment prequalification, subcontractor prequalification, providing written answers for bidder questions, and issuing clarifications for design intent, contract plans and specifications. If the CM/GC contractor declares its intent to bid on a subcontracted package, then the CITY would oversee the bidding process with ENGINEER'S assistance. Level of effort is assumed to be limited to 104 hours of the ENGINEER staff time. CM/GC is responsible for preparing bidding packages based on plans and specifications as submitted by the ENGINEER.

## **4 SURVEY AND GEOTECHNICAL INVESTIGATION**

### **Task 4 Objectives:**

Obtain site control and develop base mapping for the project. Perform geotechnical explorations, documentation, and geotechnical engineering analysis for the project.

### **Task 4 Assumptions:**

- A. Existing water feature will be excluded from mapping work.
- B. Field data, boring logs and other information for previous geotechnical work on the site will be provided to the ENGINEER by the CITY.
- C. The ENGINEER will have access to the site to conduct field operations.

### **Task 4 Subtasks:**

#### 4.1 Information Collection

As-built drawings, historical reports, existing land survey data, and previously completed geotechnical studies and associated field data for the existing facilities to assist in completing the preliminary design of the new facilities.

#### 4.2 Topographic Survey and Mapping

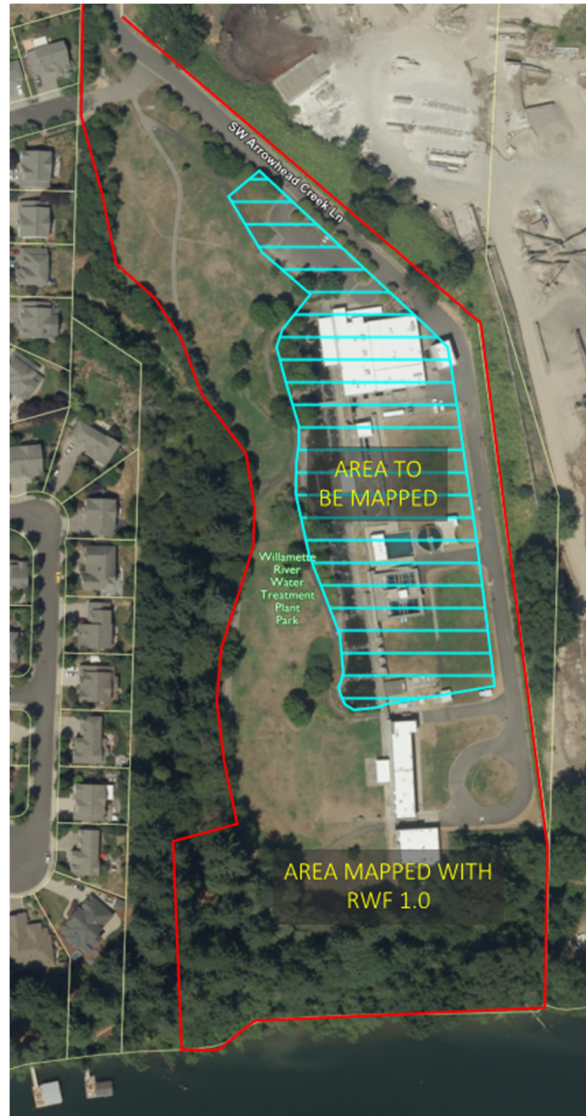
ENGINEER will review existing survey and mapping data as provided by WRWTP and will provide additional surveying to develop a topographic map for the WRWTP site within the limits of anticipated construction. ENGINEER will conduct a topographic ground-level survey and a boundary survey with ties to NGS and USGS horizontal control monuments. ENGINEER at their own risk will rely on control already established at the WRWTP site by the WWSP RWF 1.0 mapping work. Work will incorporate the site horizontally to the Oregon Coordinate Reference System Portland Zone. State Plan Coordinate System based on the North American Datum (NGVD 29) with ties to local benchmarks.

A digital terrain model (DTM) will be prepared for the project site utilizing a 1-foot contour interval. Existing structures and surface features of pipelines and tie-in points will be identified and located using supplemental topographic surveys.

Survey will be limited to area not mapped for WWSP RWF 1.0 work, as shown in **Figure 1**.

### **Deliverables**

1. Topographic mapping at a scale of 1-inch = 40 feet with 1-foot contour interval, digital file.



**Figure 1. Mapping Area**

#### 4.3 Geotechnical Investigation and Analysis

The full Geotechnical Investigation and Analysis scope is provided in **Attachment B**. The geotechnical investigation will include subsurface exploration and laboratory testing. Geotechnical analyses will include foundation total and differential settlement estimates, foundation bearing capacity calculations (mat or deep-foundations), liquefaction triggering and/or cyclic softening calculations, modulus of subgrade reaction recommendations, site-specific probabilistic Seismic Hazard Assessment (SHA), lateral earth pressures recommendations in term of equivalent fluid pressure

The results from the field investigation and analyses will be used to develop the basis of design for the proposed electrical building, fuel tank, emergency generator, and utilidor expansion.

Outputs will include a summary of results and findings from the field investigation, summary of results from the analyses, and recommended geotechnical parameters for design. This information will be summarized and presented in a technical memorandum.

#### 4.3.1 Geotechnical Field Investigation

The geotechnical field investigation planned for the site includes one drill hole, which includes standard penetration testing (SPT), collection of disturbed and undisturbed samples and groundwater observations; and soil laboratory testing to be performed on the selected soil samples.

##### 4.3.1.1 Subsurface Exploration Program

The planned subsurface investigation consists of one drill hole DH-01, which is proposed at the southeast corner of the electrical building.

##### 4.3.1.2 Laboratory Testing

Geotechnical laboratory testing will be conducted on selected samples of soil collected from the drill hole in order to evaluate engineering characteristics and develop design parameters.

Laboratory testing and reporting should conform to the ASTM standards, and testing should be performed by an accredited soil testing laboratory.

#### 4.3.2 Geotechnical Analyses and Foundation Concepts

After the geotechnical investigation and laboratory testing is completed, the ENGINEER will perform geotechnical analyses in support of the foundation design based on the new, as well as existing, geotechnical information.

Foundation concepts will be developed in coordination with the structural engineer. Based on analyses above and conceptual designs for the expansion, an alternatives analysis will be included in the Geotechnical Report for deep and/or shallow foundation options.

#### 4.3.3 Geotechnical Report

Upon completion of the investigation and analyses, a draft Geotechnical Report will be prepared with the results of the analysis with options and recommendations submitted to the Owner for review.

Following review of the draft report, the owner will decide on their desired course of action based upon the options and recommendations.

A final Geotechnical Report will be issued with the selected recommendations to be progressed into Detailed Design.

#### Deliverables

1. Draft and Final Geotechnical Report

## **5 PRELIMINARY DESIGN**

### **Task 5 Objectives:**

Preliminary Design will lay the foundation for overall project execution, evaluate and establish the preferred alternatives, establish design criteria, confirm plant hydraulics, and develop construction costs. Preliminary Design results will support the CITY in coordinating with Veolia, stakeholders, including the City of Sherwood, and permitting agencies.

### **Task 5 Subtasks:**

#### 5.1 Information Collection

Working with WRWTP staff, ENGINEER will review information provided by CITY consisting of construction drawings, operating records, and historical reports for the existing facilities to assist in completing the preliminary design of the new facilities. ENGINEER will submit data request.

#### 5.2 Review and Confirm Master Plan Recommendations

The ENGINEER will review the previously prepared WRWTP 2017 Master Plan Update and other project documentation to prepare a comprehensive list of upgrades to be made to the WRWTP for review and comment by CITY staff. This list will assist with project definition and will be updated if additional upgrades

are identified during Preliminary Design. Review of the Master Plan along with further will develop the Project's basis of design.

### 5.3 Workshops

ENGINEER will organize, plan, conduct, and document a series of workshops to review project issues and alternatives and to make project decisions. Workshops will be held at the WRWTP or via Teleconference. ENGINEER will work with the CITY to identify attendees which will generally consist of the project manager, key task leaders, and selected operations and engineering team staff. Workshops will last up to four hours unless noted otherwise.

#### Deliverables:

1. Workshop agenda, presentation materials and associated documentation
2. Draft and Final workshop summaries

#### 5.3.1 Kickoff Meeting and Site Tour

ENGINEER will conduct a workshop to include the project kickoff meeting, site tour, and workshop to review and confirm master plan recommendations.

#### 5.3.2 OHA Coordination Strategy Workshop

The ENGINEER and CITY will meet to review the proposed project schedule and regulatory expectations for this project. Elements to be considered include approaches for hydraulic analysis, CFD and tracer studies, integrating the design with planned high-rate filter piloting, Actiflo uprating demonstration, and other aspects related to the proposed plant capacity expansion. Communications protocol with OHA will be discussed. An action plan for OHA Coordination will be developed based on the outcomes of this workshop.

#### 5.3.3 Process Workshop 1

ENGINEER will conduct a workshop to include the following topics:

- Primary Disinfection Evaluation/Clearwell Modifications
- Actiflo Uprating
- Ozone Upgrades
- LOX Upgrades
- Filtration Pilot Study
- Full Scale Testing

#### 5.3.4 Process Workshop 2

ENGINEER will conduct a workshop to include the following topics:

- Hydraulic Analyses
- Pumping Systems
- Chemical System Upgrades
- Residuals Handling

#### 5.3.5 Structural/Seismic Improvements Workshop

ENGINEER will conduct a workshop to discuss seismic retrofits and structural design criteria.

#### 5.3.6 Electrical and Process Control Workshop

ENGINEER will conduct a workshop to discuss electrical and process control design criteria.

#### 5.3.7 Civil/Site and Stormwater Management Workshop

ENGINEER will conduct a workshop to discuss civil design criteria, site layout, and stormwater management.

#### 5.3.8 Concluding Workshop

ENGINEER will conduct a workshop to review and confirm outcomes of predesign evaluations and discuss any remaining predesign activities prior to submission of the draft BODR.

## 5.4 Primary Disinfection Evaluation

The ENGINEER will assist the CITY to confirm the WRWTP primary disinfection strategy to achieve 0.5-log *Giardia* inactivation and 2-log virus inactivation, assuming that OHA continues to consider the WRWTP a “conventional filtration plant” which provides for 2.5-log *Giardia* removal credit and 2.0-log virus removal credit.

### 5.4.1 Prepare Primary Disinfection TM

A TM will be prepared to evaluate advantages and disadvantages, including plant modifications that are anticipated for conversion to primary disinfection using 1) ozone prior to filtration, or 2) continued use of free chlorine following filtration. The evaluation will include a review of operational disruptions which might occur, regulatory and regional water purveyor considerations, safety and cost impacts.

Since this topic is critical to the Project, it will be addressed at the Kickoff Meeting to receive preliminary feedback on the key decision-making factors. The two options will be vetted during the Kickoff Meeting to ensure that participants understand the primary requirements for implementation:

Option 1 – Continue Using Free Chlorine following Filtration – requires modifications to the clearwell to increase the baffling factor

Option 2 - Conversion to Ozone Disinfection prior to Filtration – requires plant operational and reporting modifications to meet the intent of OHA’s preliminary approval. Modifications to the clearwell to increase the baffling factor will still be carried out in order to provide WRWTP additional flexibility.

### 5.4.2 Draft Primary Disinfection TM

The ENGINEER will submit a draft TM for review by the CITY. The TM will also consider the strategy for interaction with OHA.

### 5.4.3 Final Primary Disinfection TM

Based on comments from the CITY and workshop outcomes, the ENGINEER will submit a final TM.

## Deliverables

### 1. Draft and Final TM

## 5.5 Preliminary Alternatives Analysis

The objective of this task is to evaluate preliminary alternatives to develop the design basis for the project.

### 5.5.1 Hydraulic Assessments at 20 and 30 mgd

Treatment process hydraulics for 20 mgd and the future 30 mgd expansion will be evaluated and a preliminary hydraulic profile for the proposed 20 mgd and 30 mgd future capacity for inclusion in the 30% design drawings will be prepared.

#### 5.5.1.1 Hydraulic Calculations

ENGINEER will perform hydraulic calculations for the main process train and residuals (thickener/WWEQ) using proprietary computer modeling and referencing original WRWTP design values and using available drawings and site observations. Head losses at channels, pipelines, inlets, outlets, and related features will be considered and an initial hydraulic profile at 20 and 30 mgd developed, to be confirmed during Detailed Design. Work will include overflows.

#### 5.5.1.2 Draft Hydraulics TM

The ENGINEER will prepare and submit a draft TM with findings and graphical depiction of plant hydraulic profile.

#### 5.5.1.3 Final Hydraulics TM

Based on comments from the CITY, the ENGINEER will prepare and submit a final TM.

## Deliverables

### 1. Draft and Final TM

#### 5.5.2 Up-rating/Upgrades for the Ballasted Flocculation Process

Up-rating of the existing Actiflo system will be evaluated with the intent to increase loading rates and avoid construction of new process units for the proposed 20 mgd plant capacity condition. The results of the evaluation will be communicated in a summary TM.

##### 5.5.2.1 Actiflo Evaluation

This task includes evaluation of the existing WRWTP Actiflo System. Full scale demonstration testing of increased loading rates is included as an optional task at the end of this Scope of Services.

###### 5.5.2.1.1 Review of Existing Facility

The ENGINEER will meet at the WRWTP site during the Kickoff Meeting and initial site visit to receive preliminary feedback from Project participants. Following the Kickoff Meeting, ENGINEER will meet with CITY/Veolia at a later date (after historical plant operations data has been received by ENGINEER) for a meeting up to 4-hours to review Actiflo operation, performance and effectiveness, including a process-specific tour of the process units and support systems if needed. Condition and deficiencies will be noted. The past 5 years of operational data will be requested and reviewed to evaluate performance during peak periods and challenging water quality conditions. Historical chemical doses will be evaluated, along with other parameters such as sand and energy consumption, where such data is available. Design criteria and actual operating ranges will be evaluated including sand recycle rates, mixing speeds, overflow rates, settled water turbidity, and staff concerns with performance and potential needs for the newly up-rated system. **No condition assessments of structural, electrical/controls or building HVAC components of the Actiflo system are planned for the study.**

###### 5.5.2.1.2 Summarize Performance of other Actiflo Systems

The ENGINEER will identify at least two other similar Actiflo systems with at least one routinely operating between 25 and 30 gpm/sf. Comparisons will be presented to the CITY for WRWTP performance, loading rates, hydraulics and flow split, sludge production,

The Actiflo manufacturer will be consulted for modifications that are likely to be necessary to up-rating the process to 20 mgd. Equipment capacities, hydrocyclone orifices, operating pressures, overflow rates, sand recovery will be considered and operational efficiencies will be identified where possible. A comparative table will be developed with information from the manufacturer for other facilities which successfully operate above 20 gpm/sf.

###### 5.5.2.1.3 Regulatory Consensus and Demonstration Plan Preparation

The ENGINEER will meet with the CITY to review findings, identify regulatory concerns, and determine basic parameters for a demonstration study or other means for gaining OHA approval for the higher operating conditions. A 2-hour meeting with OHA and the CITY will be conducted to present the selected approach for building consensus.

Following the OHA meeting and based on comments received at the workshop and with regulators, the ENGINEER will prepare a draft up-rating demonstration plan. The approach is anticipated to consist of operating one Actiflo train at approximately 10 mgd and measuring all currently measured operating parameters, including recycle, sand inventory, chemical dose, settled water turbidity, and flow. Testing is assumed to occur on a similar schedule to the filtration pilot testing (5-week run periods occurring four times during the first year of the project). A Draft Work Plan review meeting will be held with OHA and the CITY.

## Deliverables

### 1. Meeting Materials and Summaries

## 2. Draft and Final Work Plan

### 5.5.2.1.4 Draft Proposed Actiflo Improvements TM

The ENGINEER will prepare and submit the draft TM presenting the results of the Actiflo uprating evaluations and recommended system improvements. This will include a summary of findings and recommendations for system improvements in support of the proposed up-rating of the Actiflo process.

#### Deliverables

##### 1. Draft TM

### 5.5.2.1.5 Final Proposed Actiflo Improvements TM

Based on comments from the CITY and workshop outcomes, the ENGINEER will submit a final TM with the intent to document the improvements made and recommended to up-rate the facility and support the full-scale demonstration testing and the long term upgrades.

#### Deliverables

##### 1. Final TM

## 5.5.3 Ozone Upgrade and Modernization

The goal of this task is to identify improvements necessary to continue the CITY's voluntary *Cryptosporidium* inactivation goal while expanding the WRWTP capacity and modernizing the ozone system for greater efficiency and operations capability. The ENGINEER will implement a systematic approach for conducting the work.

#### Assumptions:

1. As the existing ozone system does not have a clean air system, one will not be included in the design.
2. Cost and budget information prepared to support studies, analyses and other evaluations (including estimates of costs related to capital, recurring O&M activities, escalation, and net present values) will be prepared based on vendor information and representative costs from similar, applicable projects. Such items will not constitute an Opinion of Probable Construction Cost.

### 5.5.3.1 Evaluation of Existing Ozone System

This task will review available engineering reports and historical water quality and treatment performance data for the ozone system and identify performance limiting factors (PLFs) associated with major components of the ozone system: gaseous oxygen (GOX) feed, ozone generation, ozone contacting, ozone offgas destruct, nitrogen boost, cooling water systems, and monitoring and control system.

#### 5.5.3.1.1 Kickoff Meeting and Plant Walk-Through

The ENGINEER will conduct a ½-day Ozone Workshop to review uprating goals and approach for achieving greater ozonation capacity. This will be followed by a ½-day interview with plant operations staff and a 1-day walk-through of the ozone system with key plant operations staff. The Project Manager, Senior Technical Reviewer and Lead Process Engineer will participate in the kickoff meeting, interviews, and plant walk-through.

#### 5.5.3.1.2 Treatment Performance Data Analysis

ENGINEER will analyze historical operating data for the ozone system for the past five years and develop temporal trends and cumulative frequency curves for key ozone treatment performance parameters. This information will be used to determine historical plant flow and ozone production rates and generator operating ranges to meet *Cryptosporidium*-based and *Giardia*-based disinfection goals. Datasets should be provided in electronic format (EXCEL files), as will be detailed in the data needs request.



#### 5.5.3.1.3 Summary of Staff Interviews

The ENGINEER will review the results of staff interviews, identify common themes, and prioritize critical O&M issues for the liquid oxygen (LOX), gaseous oxygen (GOX) and ozone systems to be considered in development of recommended ozone system improvements.

#### 5.5.3.1.4 Process and Equipment Assessment

The ENGINEER will evaluate the physical condition and performance of ozone system components including: oxygen feed gas systems (LOX); ozone generators and power supply units, including associated HVAC units built into the MCCs if applicable; cooling water system; contact basins and diffusion system; off-gas destruct units; and instrumentation and process control system. The evaluation will be based on field observations during the plant walk-through, prioritized O&M issues from staff interviews, historical ozone treatment performance data trends, reports and maintenance records on ozone generator cleaning and performance testing, original equipment manufacturer (OEM) evaluations and recommendations on power supply unit electrical component upgrades, review of SCADA HMI screens for the ozone system, and review of available record drawings, specifications and engineering reports for the ozone system. **No condition assessments of structural, electrical or building HVAC components of the ozone system are planned for the study.**

#### Existing Ozone Process Evaluation

ENGINEER will evaluate the current ozone disinfection process and plant operations and recommend improvements to optimize ozone dose control and treatment performance. This will include an assessment of voluntary 1-log *Cryptosporidium* disinfection CT inactivation ratios and the CT disinfection monitoring algorithm currently used to meet *Cryptosporidium* inactivation targets.

#### Existing Oxygen and Ozone Equipment Evaluation

ENGINEER will assess existing equipment components for the ozone system in terms of condition, effectiveness and suitability for long-term operation (i.e. 20-year service life). ENGINEER will develop a list of Process Limiting Factors (PLFs) for the following major ozone system components, with respect to meeting process, design or O&M goals for the ozone system: (1) LOX system, (2) GOX piping downstream of the vaporizers including pressure control, (3) ozone generation system, (4) ozone contacting and off-gas destruct system, and (5) ozone control system. These findings will be used to prioritize ozone system deficiencies and develop upgrading alternatives to mitigate or eliminate as many PLFs as possible.

#### 5.5.3.1.5 Draft TM

The ENGINEER will prepare a draft TM presenting the results of the data analysis and assessments performed as part of the evaluation of the existing ozone system.

The following information will be provided:

- Plant flow and treatment performance trends for the ozone system based on historical datasets provided in electronic (EXCEL) format.
- Prioritized list of PLFs for the existing ozone generators and cooling water system, ozone contacting and off gas destruct system and ozone control system.

#### 5.5.3.1.6 Workshop

The ENGINEER will conduct a ½ day workshop to discuss the results of the evaluation and prioritize the PLF list to be include in the final TM.

#### 5.5.3.1.7 Final TM

Based on comments from the CITY, the ENGINEER will prepare and submit a final TM.

#### Deliverables

1. Draft and Final TM

#### 5.5.3.2 Evaluation of System Improvements

This task will evaluate design alternatives, process/equipment improvements and control strategies to mitigate or eliminate PLFs identified. A prioritized list of short-term and long-term recommended improvements will be developed.

##### 5.5.3.2.1 Ozone System Alternative Evaluations

ENGINEER will develop design alternatives for specific ozone system components and control strategies based on treatment performance trends and PLFs, plus any discussions from the needs assessment workshop.

##### **Ozone Generation**

Evaluate replacement of two, existing 300 ppd units with new larger ozone generators by qualified vendors (SUEZ, Xylem/WEDECO, or Aqua Aerobic) for voluntary *Cryptosporidium* inactivation goal.

##### **Ozone Dissolution System Alternatives**

Evaluation will include two design alternatives: (1) replace the existing diffusers with new diffusers, and (2) replace the existing fine bubble diffuser system with a new pumped sidestream injection system for each individual contact basin, using either a Mazzei Basin Nozzle Manifold arrangement or a Pipeline Flash Reactor. Prepare a preliminary process flow diagram (PFD) and general arrangement drawings for the proposed sidestream injection configuration. Summarize benefits, advantages and disadvantages for each alternative, including a comparison between nozzle manifold or pipeline flash reactor application. Present a cost-benefit analysis for 20-year operation life cycle.

##### **Cooling Water System Alternatives**

Evaluate benefits for converting from existing open loop cooling water to a closed loop, identify potential need if any for a chiller, identify additional equipment and mechanical components necessary to achieve successful implementation. Prepare a PFD and preliminary general arrangement drawings. Summarize advantages and disadvantages and present a benefit cost analysis for 20-year operation life cycle.

##### 5.5.3.2.2 Development of Ozone System Improvements

Based on the information developed in Tasks 1 and 2.1, ENGINEER will develop a list of recommended improvements and planning-level construction costs. The improvements will include equipment replacement due to age, condition, or applicability for intended purpose; addition of new equipment or facilities for process improvement; modifications to process control strategies; or other items.

##### 5.5.3.2.3 Draft TM

ENGINEER will prepare and submit draft TMs presenting the results of the alternative evaluations described above and recommended ozone system improvements. This task includes preparation of three drawings.

##### 5.5.3.2.4 Workshop

Approximately 2 weeks following draft TM submittal the ENGINEER will conduct a ½ day workshop with CITY staff to present findings and seek consensus for the final strategy.

#### 5.5.3.2.5 Final TM

ENGINEER will incorporate review comments and submit the final TM.

#### Deliverables

1. Draft and Final TM

#### 5.5.3.3 Ozone Tracer Study

The purpose of this task is to perform a tracer study of the existing ozone contactor basins to simulate performance at 20 mgd (10 mgd per basin). It is anticipated that a tracer test will be conducted at 9-10 mgd through an individual basin, with each basin being tested in sequential tests.

##### 5.5.3.3.1 Develop Ozone Tracer Test Protocol

The ENGINEER will develop the test protocol for the tracer study. Tracer test protocol will confirm the flow rate to be tested, length of time required for the tests, type and quantity of tracer chemical to add, how the tracer chemical will be added, where sampling will occur, how frequently sample will be taken and by what methods.

As part of the protocol, the ENGINEER will define equipment and chemicals required for conducting the tracer test, and will purchase or otherwise make available that equipment. The ENGINEER will contact other utilities in the area to locate required tracer chemical, facilities and equipment for mixing the tracer solution, equipment for injecting the tracer solution into the plant flow, and instruments for sampling and logging the resulting conductivity. However, direct costs for renting or purchase of testing equipment or chemicals would be paid by the CITY.

ENGINEER will coordinate review and approval of the tracer study protocol with OHA personnel, including soliciting comments on the draft protocol, submission of the final protocol, and receipt of the OHA approval, prior to conducting the tracer test.

#### Deliverables:

1. Draft Test Protocol
2. Final Test Protocol

##### 5.5.3.3.2 Conduct Ozone Tracer Test

ENGINEER will conduct up to one tracer test of each of the WRWTP ozone contact basins. The study will commence by injecting tracer chemical upstream of the ozone contactor and measuring the conductivity downstream of the ozone contactor. It is assumed that the test(s) will take approximately 4 hours each including preparation time. This testing will provide information about the contact time and hydraulic performance of the ozone contactor. ENGINEER will provide two people to perform the test. Additional tests may be conducted if required as additional services as described in the optional services section below.

ENGINEER will perform all tracer test coordination including: mixing and storing the tracer solution; operating the chemical injection equipment; sample collection; and analysis. Veolia WRWTP staff will operate the plant at the desired flow rate and maintain close coordination with the CITY distribution personnel and Sherwood water operations personnel to ensure desired flow rates are maintained for the test periods. Each test shall extend approximately three hydraulic detention times through the ozone contact basin. The tracer test(s) will be performed following the protocol and per EPA/OHA criteria to determine actual hydraulic efficiency at a single continuous flow rate.

#### Assumptions

1. During the tracer test periods, if the flow rate varies by more than +/- 10%, the test may have to be terminated and repeated later, which will require additional effort from ENGINEER. ENGINEER will coordinate with WRWTP staff to schedule the tracer test

to avoid washwater recycle as this also could result in terminating a tracer test and repeating later

2. Proposed tracer chemical is calcium chloride
3. Conductivity will be measured using analytical equipment provided by ENGINEER
4. Sampling is expected to occur in 5-minute intervals after the slug dose addition to obtain background conductivity levels, and then in 1-minute intervals once conductivity begins to increase until the end of the test. ENGINEER will collect needed SCADA data from the plant systems.
5. Total number of samples collected, the sampling interval and the test duration will be determined as part of the testing protocol preparation.

#### 5.5.3.3.3 Summary of Ozone Tracer Test Results

ENGINEER will prepare TM documenting protocol, design criteria, tracer study results, and CT calculations. TM will be presented to the CITY, Veolia, stakeholders (including City of Sherwood) and submitted to OHA.

##### Deliverables

1. Draft and Final TM

#### 5.5.3.4 Ozone CFD Modeling

Perform CFD modeling of existing ozone contactor to evaluate performance and prepare technical memorandum to summarize findings. This task will be authorized by addendum if necessary.

#### 5.5.4 Filtration Evaluation and Recommendations

The objective of this task is to review the existing filters and determine if any improvements not identified during the Master Plan are recommended for expansion to 20 mgd.

##### 5.5.4.1 Evaluation

The ENGINEER will perform a needs assessment for existing filters and support systems (including backwash pumps and air scour blowers) by conducting a site visit to observe filter operation, equipment condition, and interview plant staff. Filter performance will be evaluated by inspecting historical record for outlet turbidities, backwashing characteristics, head loss accumulation data, and particle counts if any. Media condition will be observed. Media size, sieving, filter cores, or other detailed evaluations, and any study of biological conditions, will be performed by the ENGINEER as an additional service.

##### 5.5.4.2 Draft TM

ENGINEER will prepare and submit a draft TM presenting the results of the filter evaluation.

##### 5.5.4.3 Final TM

ENGINEER will incorporate comments and submit the final TM.

##### Deliverables

1. Draft and Final TM

#### 5.5.5 Raw and Finished Water Pumping

The purpose of this task is to establish the design criteria for the Raw and Finished Water Pumps to be installed.

##### 5.5.5.1 Evaluation

ENGINEER will evaluate alternatives (replace existing Finished Water Pump No. 4 with 5 mgd pump or install fifth pump with a capacity of 5 mgd) to increase the firm capacity of Finished Water Pump Station for 20 mgd. ENGINEER will document design criteria to replace Raw Water Pump No. 4 with 5 mgd pump. Space available for VFDs will be considered in pump selection. Pumping improvements (and associated electrical/I&C improvements) needed for 30 mgd will also be considered when making final recommendations.

#### 5.5.5.2 Draft TM

The ENGINEER will submit a draft TM for review by the CITY.

#### 5.5.5.3 Final TM

ENGINEER will incorporate comments and submit the final TM.

#### Deliverables

1. Draft and Final TM

### 5.5.6 Clearwell Modifications

#### 5.5.6.1 Preliminary Inspection of Clearwell

ENGINEER will assist the CITY in procurement of a professional dive/under-water inspection company to perform a general inspection of the existing clearwell and document the as-built dimensions and other inspection findings using video and measurements. CITY will contract and pay for the dive inspection separately. CITY will use it's own forces to excavate clearwell hatches to support the inspection.

#### 5.5.6.2 Baffle Material Evaluation

The ENGINEER will evaluate up to three types of flexible baffle materials/arrangements and select one to carry forward to detailed design of the baffle system. Access to the clearwell and staging of the installation will be considered as part of the evaluation.

#### 5.5.6.3 Develop CFD Modeling

The ENGINEER will use ANSYS FLUENT to develop a CFD model of the existing clearwell and evaluate the addition of baffles to improve the baffle factor for CT compliance at 20 mgd and 30 mgd using free chlorine. Exact configurations will be recommended by the ENGINEER based upon existing clearwell geometry and experience with previous projects. The models are assumed to include the following flow conditions and baffle configurations:

1. Existing Clearwell CFD Model: develop CFD Model of existing clearwell and perform one simulation to compare to results of the previously performed physical tracer study with the CFD model results.
2. Baffle Improvements CFD Model: Modify CFD model of existing clearwell to add baffles to improve the baffle factor of the existing clearwell. Perform three simulations: 1) low flow rate (approximately 10 mgd), 2) 20 mgd, and 3) 30mgd.
3. Baffle Optimization: Modify CFD model from previous subtask to optimize baffle layout and develop ultimate baffle layout to maximize baffle factor of tank in future plant expansions.

#### 5.5.6.4 Draft TM

Prepare technical memorandum to summarize findings and results of the CFD modeling and present clearwell modifications design criteria and layout to be carried forward into detailed design.

#### 5.5.6.5 Final TM

Incorporate review comments into draft TM.

#### Deliverables

1. Draft and Final TM

### 5.5.7 Residuals Handling

The objective of this task is to review and confirm equipment improvements for the residual handling systems (WWEQ Basin and Pumps, Thickener, Solids Holding Tank and Solids Pumping, and Solids Dewatering), and to establish design criteria.

#### 5.5.7.1 Evaluation

The ENGINEER will evaluate alternatives for the Master Plan recommended equipment improvements to the residual handling systems, including:

- Replacement of existing three washwater pumps
- Installation of second solids mixing pump or purchase of shelf spare (including electrical/I&C considerations)

#### 5.5.7.2 Draft TM

The ENGINEER will submit a draft TM for review by the CITY.

#### 5.5.7.3 Final TM

ENGINEER will incorporate review comments and submit the final TM.

#### Deliverables

##### 1. Draft and Final TM

#### 5.5.8 Chemical Storage and Metering

The objective of this task is to review and confirm piping/equipment improvements for the chemical systems and establish design criteria.

##### 5.5.8.1 Evaluation

The ENGINEER will evaluate alternatives for the Master Plan recommended piping/equipment improvements to the chemical systems, including:

- Second dry polymer batching system for Actiflo
- Replace all existing chemical feed lines from storage tanks to injection points
- Containment pans for chemical feed lines routed above doorways
- Provide seismic bracing for chemical feed lines
- Add wye and basket strainers to all pump suction lines
- Add ventilation lines back to tank on sodium hypochlorite system

##### 5.5.8.2 Draft TM

The ENGINEER will submit a draft TM for review by the CITY.

##### 5.5.8.3 Final TM

ENGINEER will incorporate review comments and submit the final TM.

#### Deliverables

##### 1. Draft and Final TM

#### 5.5.9 Process Control and SCADA

This task will develop the design criteria for the control system modification and expansion.

##### 5.5.9.1 Evaluation

The following work will be performed as part of preliminary design:

- Meet with the CITY and plant staff to identify SCADA / Controls needs
- Develop general scheme for modify/expanding control system for new and modified systems
- Review network and PLC capacity with regards to expansion.
- Develop preliminary Instrumentation List
- Determine PLC/Drive/Instrumentation
- Schematic design review meeting

##### 5.5.9.2 Draft TM

The ENGINEER will submit a draft TM for review by the CITY.

##### 5.5.9.3 Final TM

ENGINEER will incorporate review comments and submit the final TM.

### 5.5.10 Electrical Power Systems

The objective of this task is to develop the electrical system design criteria.

#### 5.5.10.1 Evaluation

The ENGINEER will confirm the Master Plan recommended improvements to the existing power supply system and develop the electrical design criteria. Proposed improvements include a new electrical service, 12KV distribution gear, 12KV generation, 4160V switchgear including Finished Water pump and 480V distribution modifications as required. Proposed improvements will also include upgrades as needed to support O&M improvements (e.g. Ozone system upgrades, Chemical systems upgrades, Actiflo MCC replacement or upgrade). Other existing electrical equipment will be reviewed to determine if additional equipment requires replacement/upgrade.

The ENGINEER will perform field load monitoring and analyses of the existing electrical system. Requirements for the new electrical service will be determined.

The ENGINEER will begin coordinating with the local electrical utility (PGE) and WWSP as required to provide a new 12KV service to the plant.

#### 5.5.10.2 Draft TM

The ENGINEER will submit a draft TM for review by the CITY.

#### 5.5.10.3 Final TM

ENGINEER will incorporate comments and submit the final TM.

#### Deliverables

1. Draft and Final TM

### 5.5.11 Structural Investigation of Existing Facilities, Alternatives Analysis, and Foundation Concepts

Seismic evaluation will be completed for all structural elements which were identified in the 2017 Master Plan Update as items to receive seismic upgrade. Seismic evaluation of existing facilities will be pursuant with ASCE 41-17, Tier 2, Deficiency Based Evaluation and Retrofit. The evaluation will be based on review of Master Plan Tier 1 and Tier 2 evaluations (ASCE 41-13) and a review of as-built information in accordance with ASCE 41-17 Section 3.2.

Where field investigations are necessary to validate existing conditions, a program shall be developed to obtain missing information as needed. The program may include nondestructive and destructive testing, and repair procedures where destructive testing is necessary.

Assumptions: Risks to the Wilsonville Water Treatment Plant due to lateral spreading towards the river are assumed to be entirely mitigated through the WWSP seismic resiliency improvement - no engineering analysis or design is assumed to be necessary. Seismic design criteria will be based on the 2019 Oregon Structural Specialty Code (OSSC), and the seismic performance levels established in the 2017 Master Plan Update.

Investigation of existing facilities is limited to the areas listed in the Projects from Master Plan 2017 that were included with WTP Expansion Request for Proposals:

1. Finished Water Pump Station, the roof joist wall anchorage along the east and west walls of the High Service PS have a demand to capacity ratio (DCR) of 1.55. Add new wall anchorage along the east and west walls between the existing roof joists. (S3)
2. Finished Water Pump Station, the roof diaphragm shear at the High Service PS has a DCR of 1.82 to 2.25. Replace existing deficient deck sections with 16 GA corrugated steel decking. (S4)
3. Finished Water Pump Station, Tension capacity of the diaphragm chords at the High Service PS has a DCR of 1.20 at connections at the east windows. Strengthen chord splices as required. (S5)

4. Finished Water Pump Station, Roof deck shear transfer to interior wall ledger bolts at the High Service PS have DCR's of 3.20 to 3.90. Add new top plate over exterior shear wall and install epoxied anchors. (S6)
5. The Solids Dewatering Building has no lateral load resisting system in the transverse direction at the lower level. Provide structural bracing in the east-west direction by installation of shear wall extensions or exterior steel bracing. (S7)
6. Solids Dewatering Building, the roof joist wall anchorage along the east and west walls of the Solids Handling Building have a DCR of 1.17. Add new wall anchorage along the east and west walls between the existing roof joists. (S8)
7. The foundation elements at the Solids Dewatering Building do not have adequate ties. The floor slab is not doweled into the walls or the footings. Tie the existing slab to the walls with stainless steel angles and epoxy anchors. (S9)
8. WWEQ Basin North & South Walls: Horizontal reinforcing steel at east corners (#8 @ 12" OC) have a DCR of 1.53 for soil seismic loads. Recommend adding additional reinforced shotcrete to wall or adding three concrete/steel braces across the basin. (S1)
9. WWEQ Basin North & South Walls: Wall shear at the concrete beam has a DCR of 1.67 for soil seismic loads. Recommend addition of reinforced shotcrete to wall or addition of concrete/steel braces across the basin. (S2)

Foundation concepts for the new Electrical Switchgear Building will be investigated in coordination with the geotechnical engineer. Based on estimated settlements, design seismic events, and conceptual designs for the expansion an alternatives analysis will be included in the TM for deep and shallow foundation options.

#### 5.5.11.1 Draft and Final TM

Upon Completion of the analysis and investigations above, a draft technical memorandum will be prepared with the results of the analysis with options and recommendations submitted to the CITY for review.

Following review of the draft technical memorandum, the CITY will decide on its desired course of action based upon the options and recommendations.

A final technical memorandum will be issued with the selected recommendations to be progressed into Detailed Design and review comments incorporated.

#### Deliverables

1. Draft and Final TM

#### 5.5.12 Architectural Considerations and Guidelines

This task will establish architectural considerations and guidelines for the proposed new Electrical Switchgear Building and modification of the emergency generator room for occupation.

##### 5.5.12.1 Evaluation

A meeting will be held to discuss facility and staff needs, functionality, and architectural design theme. Programming will serve to establish design objectives; general space requirement, function, and relationships; circulation patterns; personnel functional responsibilities; flexibility and expandability; material handling and workflow; and special equipment and systems.

It is assumed that other structures on the site will not require a building program.

##### 5.5.12.2 Draft TM

The ENGINEER will submit a draft TM for review by the CITY.

##### 5.5.12.3 Final TM

ENGINEER will incorporate review comments and submit the final TM.



Deliverables

## 1. Draft and Final TM

## 5.5.13 Building Mechanical (HVAC, Plumbing, Fire Protection)

The objective of this task is to develop the design criteria for the building mechanical systems for the proposed new Electrical Switchgear Building. Also, if new VFDs are to be in the existing Raw Water Pump Station, evaluate if an update to the cooling system in the existing Raw Water Pump Station is required.

## 5.5.13.1 Evaluation

The ENGINEER will develop design criteria for heating, ventilation, and air conditioning (HVAC) for the new facilities (Switchgear Building, Raw Water Pump Station (if required), and condensate drainage to a nearby drain or out of the building). No other plumbing or fire protection design is anticipated. The HVAC system will be selected as required to protect the electrical, instrumentation and control, and process equipment. Spaces that are not temperature sensitive will have heating and ventilation cooling. Temperature sensitive spaces will be provided with mechanical cooling. Controls for the HVAC systems will be self-contained.

## 5.5.13.2 Draft TM

The ENGINEER will submit a draft TM for review by the CITY.

## 5.5.13.3 Final TM

ENGINEER will incorporate review comments and submit the final TM.

Deliverables

## 1. Draft and Final TM

## 5.5.14 Site/Civil Design and Stormwater Management

This task will establish the site/civil design criteria and develop the stormwater management plan for the new facilities.

## 5.5.14.1 Evaluation

A preliminary site plan for the new facilities and improved truck access to the LOX storage tank area will be developed. ENGINEER will prepare a stormwater management plan which will determine volumes and detention requirements to accommodate the permanent proposed site development. It is assumed that a new stormwater treatment facility will not be required. Construction stormwater management requirements will be addressed in Task 7 – Permitting.

## 5.5.14.2 Draft TM

The ENGINEER will submit a draft TM for review by the CITY.

## 5.5.14.3 Final TM

ENGINEER will incorporate review comments and submit the final TM.

Deliverables

## 1. Draft and Final TM

## 5.5.15 Maintenance of Plant Operations

The WRWTP is the primary supply of drinking water for the cities of Wilsonville and Sherwood. This task will plan for Maintenance of Plant Operations (MOPO) during construction of the WWSP RWF improvements and the WRWTP expansion.

## 5.5.15.1 Review WWSP RWF Project, Schedule, and Shutdowns

Review the WWSP RWF project, schedules, and planned shutdowns of the WRWTP. Summarize the schedule and shutdown information. Identify opportunities to utilize WWSP planned shutdowns to perform WRWTP expansion activities. Document sequencing of WWSP and WRWTP Expansion

project elements, particularly where project elements are co-located. Review construction staging plans from the WWSP contractor. Integrate relevant WWSP activities into the WRWTP Expansion schedule. Discuss the results of this activity in a project workshop with CITY staff.

#### 5.5.15.2 Contingency Planning for WWSP Shutdowns

Review the planned WRWTP shutdowns and procedures for the WWSP RWF project. Review WRWTP components to identify ones that may have high likelihood of failure or have high consequences of failure. For the identified at-risk components, determine potential steps that could be taken by the CITY to reduce risk. Risk mitigation steps to be considered include on-boarding the WRWTP CM/GC early, developing processes for emergency work authorization for the WWSP CM/GC contractor, obtaining spare parts in advance, preparation for emergency equipment ordering, calculating durations of water supply available given demand and alternate supply options, and developing conceptual operational sequences to bypass failed equipment. Attend up to four pre-work MOPO activity meetings with WWSP contractor to assist the CITY with contingency planning discussions. Discuss the results of this activity in a project workshop with CITY staff.

#### 5.5.15.3 Preliminary Construction Sequence

Develop preliminary sequences for construction activities addressing MOPO. Identify sequencing constraints. Document the results in workflow sequences and specification narratives. Discuss the results in a project workshop with CITY staff.

#### 5.5.15.4 Draft TM

The ENGINEER will submit a draft TM for review by the CITY.

#### 5.5.15.5 Final TM

ENGINEER will incorporate review comments and submit the final TM.

### Deliverables

#### 1. Draft and Final TM

## 5.6 Basis of Design Report

Based on information developed in previously completed tasks, a Basis of Design Report (BODR) will be prepared by the ENGINEER which will document design decisions in preparation for future project phases.

### 5.6.1 Draft Report

The ENGINEER will prepare the BODR to document what will be designed and constructed for the Project. The BODR will represent a compilation of design criteria, technical analyses, decisions and assumptions.

It is the intent of the ENGINEER to use previously-submitted TMs to serve as chapters, sections, and subsections for the draft and final BODR. The BODR components will be assembled and bound together into a complete document, including an Executive Summary.

### 5.6.2 Final Report

ENGINEER will incorporate comments and submit the final BODR.

## 5.7 30% Design

The 30% design submittal shall consist of drawings representing the project as presented in the Final Basis of Design Report.

### 5.7.1 30% Design Drawings and Specifications Outline

For scope and budgeting purposes, the facilities listed under Part D Anticipated Design Scope are anticipated to be included in the Project.

### Assumptions:

- Design for any additional improvements identified during review of Master Plan recommendations will be scoped and authorized by amendment
- Raw water metering and flash mix facilities do not require improvements for 20 mgd.

- Clearwell modifications will be designed and constructed to be constructed in February 2021 as a separate package from the other proposed improvements.
- Design will use the 2019 Oregon Structural Specialty Code, 2019 Zero Energy Ready Commercial Code, 2019 Mechanical Specialty Code, and 2017 Oregon Electrical Specialty Code.
- No fire suppression systems will be required for the new facilities.
- Spaces that are not temperature sensitive will have heating and ventilation cooling. Temperature sensitive spaces will be provided with mechanical cooling. Controls for the HVAC systems will be self-contained.
- A detailed fire alarm system design, if required, will not be provided, but will be implemented by means of a “Performance Specification” by the Contractor.
- Lightning Strike Protection will be evaluated, if needed will be provided by means of a “Performance Specification” by the Contractor.
- Short Circuit coordination and Arc Flash Analysis provided by means of a “Performance Specification” by the Contractor.
- Existing ancillary systems such as telephone, public address systems, data networking, access control, video surveillance will be expanded to encompass the proposed new Electrical Switchgear building.
- Lighting design will include automatic energy reduction measures are required by the Oregon Energy Code.
- Detailed point-to-point wiring diagrams not included as part of the design.
- Electrical conduit runs will be diagrammatically shown on the plans.

Drawings will be prepared in electronic format and are generally organized as follows to perform 30% design for scope outlined in Table 2:

General sheets - Include cover title sheet, location map, vicinity map, drawing index, design criteria, process flow diagrams, general notes, hydraulic profile, symbols and abbreviations.

Civil sheets - Include site plan, survey data, site grading and paving plans, and storm drainage plans.

Architectural sheets – Include building code summaries and general notes

Structural sheets - Include structural design standards, general notes, plans and sections and details.

Mechanical sheets - Include general mechanical symbols, abbreviations and general notes, piping and equipment schedules, plans and sections for mechanical systems, and details.

Electrical sheets - Include symbols, abbreviations and general notes, electrical site plan, single line diagram, service load calculation table, panel schedules, power and lighting plans, schematics, and equipment details.

Instrumentation and Control sheets - Include instrumentation symbols and abbreviations, P&ID schematics, SCADA details, Control Panel elevations, schematics, and details.

HVAC, Building Plumbing sheets - Include general symbols and abbreviations, general notes, plans and sections for HVAC and building plumbing.

Demolition sheets are included where necessary. A preliminary list of drawings is furnished as **Attachment A** herein. ENGINEER will prepare a three-dimensional CAD-generated model of the work for some facilities to use in drawing preparation. The model will be developed using software compatible with AutoCAD and will be submitted to the CM/GC at the 90% stage of project completion for further development and for use during subsequent construction stages. Drawings for some existing facilities will only be prepared in 2D. The following facilities are assumed to be modeled in 3D:

- Dry polymer batching system for Actiflo
- Raw Water Pump Station
- WWEQ Basin and Pump Station (Pump area only)
- Finished Water Pump Station/Clearwell
- Sludge Thickener (Solids Holding Tank mixing pump area only)
- LOX System

- New Electrical Switchgear Building
- New Emergency Generator/Diesel Fuel Storage Tank

Technical specifications will be prepared following the Construction Specifications Institute (CSI) specification format. ENGINEER will not be responsible for preparing general and supplemental conditions, bidding instructions, bid forms, or other non-technical or contract-related specifications, but will provide technical input and review sections prepared by the CITY or CM/GC for conformance with the design intent.

Design Milestone submittals will be used to conduct quality reviews, solicit stakeholder comments, and assess project status and progress. Following internal QA/QC procedure, ENGINEER will provide electronic documents for formal review by the CITY, Veolia, and CM/GC. The ENGINEER will consider formal review comments received on each submittal and provide a response to each indicating if the design was changed to incorporate the comment, or rationale for why the comment did not result in a design change.

Assumptions:

1. All work is confined to the site as defined in the Basis of Design Report.
2. CADD standards and drafting criteria will follow the ENGINEER standard format.
3. Civil design will be done with Civil 3D. Other design will be performed in AutoCAD and Revit.
4. Title Blocks will conform with the CITY standard.

The 30% design submittal shall consist of drawings representing the selected alternative as presented in the Final Basis of Design Report and will consist of the following:

Specifications:

- Draft table of contents
- Draft specification sections for long-lead, major work items only

Other Supporting Information:

- OPCC
- Updated schedule
- QA/QC documentation

Deliverables:

1. 11x17 size drawings, PDF
2. All other deliverables, PDF

#### 5.7.2 Opinion of Probable Construction Cost

The ENGINEER will prepare an OPCC at the 30% completion stage as described herein. All work will be performed in accordance with the Association for the Advancement of Cost Engineering (AACE) guidelines, the project specific estimating policies, and standard THE ENGINEER estimating procedures as follows:

- 30% completion - Class 4 OPCC (unit pricing methodology)

The OPCC will be prepared in accordance with the cost estimate classes defined by the AACE. The CITY acknowledges that the ENGINEER has no control over costs of labor, materials, competitive bidding environments and procedures, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the OPCC of this project, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to Acts of God and other market events beyond the control of the parties. The CITY further acknowledges that this is a “snapshot in time” and that the reliability of this OPCC will inherently degrade over time. The CITY agrees that the ENGINEER cannot and does not make any warranty, promise, guarantee, or representation, either express or implied, that proposals, bids, project construction costs, cost of operation, or cost of maintenance will not vary substantially from the ENGINEER’s good faith Opinion of Probable Construction Cost.

Deliverables:

- 30% OPCC

## 5.7.3 Design Review Workshop

30% design reviews will be interactive. A 4-hour presentation of the 30% design will be made by the ENGINEER to the design review team and to the CM/GC. The review team and the ENGINEER will meet in a second 4-hour meeting for 30% complete stage to discuss questions and resolve issues identified during the review process. Accepted comments will be incorporated into the project design for subsequent submittals. It is understood that the CITY will review all submittals within 10 working days – design activities will continue throughout the review period to enable overall project schedule to be met. Review comments will be collated by the CITY and compiled onto a comment review form provided by the ENGINEER. Each meeting will be held either at the WRWTP or via Teleconference.

Deliverables:

1. Workshop Agenda
2. Draft and Final meeting minutes

## **6 DETAILED DESIGN**

**Task 6 Objectives:**

Continue development of the design and prepare construction contracting documents – drawings and specifications. Clearwell modifications will be designed and constructed separately (earlier) from the rest of the planned improvements. CM/GC involvement in Detailed Design is detailed in Task 3 - CM/GC Support.

**Task 6 Assumptions:**

- A. Changes to the preliminary design concepts will not be made except through mutual agreement between the CITY and the ENGINEER team, including applicable Scope of Services and Budget revisions, if necessary.

**Task 6 Subtasks:**

## 6.1 Clearwell Modifications

The objective of this subtask to complete the design of the proposed clearwell modifications prior to completing the rest of the design package and to also provide Engineering Services During Construction (ESDC) of the clearwell modifications. ESDC for construction of the remaining improvements will be determined later under Task 8.

## 6.1.1 Clearwell Design Review Workshops

The ENGINEER will conduct two interactive design review workshops with the CITY, Veolia, and CM/GC during each of the 60% and 90% design submittal review periods. Reviewers will discuss issues and concerns and will work to identify acceptance and/or resolution. Accepted comments will be incorporated into the project design for subsequent submittals.

Each meeting will last 2 hours and will be held either at the WRWTP or via teleconference.

Deliverables:

1. Workshop Agenda
2. Draft and Final meeting minutes

## 6.1.2 Clearwell Final Design

The purpose of this task is to develop construction documents for the clearwell modifications.

## 6.1.2.1 60% Design

The 60% design submittal shall consist of drawings and specifications as developed for the selected alternative as presented in the Final BODR and the 30% design, as revised based on review comments received. Submittal documents will consist of the following:

- 60% Specifications (all proposed specification sections)
- 60% drawings (complete drawing set)

Deliverables:

1. Specifications and drawings as PDF files
2. All other deliverables as PDF files

6.1.2.2 90% Design

The 90% design submittal will be used for formal biddability, constructability, and operation review; and to coordinate permit applications. The submittal will consist of the following:

- Tabulated comment response for 60% submittal review log
- 90% Drawings (complete drawing set)
- 90% Specifications (all proposed specification sections)
- Updated Detailed Design phase technical memoranda
- Updated design schedule

The 3D model will be furnished to the CITY and will be intended for use by the CM/GC. All drawings will be 11x17 size, 2D only.

Deliverables:

1. Specifications and drawings as PDF files
2. All other deliverables as PDF files

6.1.2.3 100% Design

The Final Design submittal includes all materials needed to begin issuing packages for bidding. It will consist of the following:

- Tabulated comment response for 60% submittal review log
- 100% stamped and sealed drawings
- 100% stamped and sealed specifications
- Final detailed design phase technical memoranda
- Final schedule

Deliverables:

1. Specifications and drawings as PDF files, labeled
2. All other deliverables as PDF files, labeled

6.1.3 Clearwell Permitting Assistance

Prepare, submit, and monitor application for Oregon Health Authority, Drinking Water Program Plan Review. Incorporate comments into the design. Incorporate conditions into design documents.

6.1.4 Clearwell ESDC

The objective of this task is to provide ESDC of the clearwell modifications. ESDC for construction of the remaining improvements will be determined under Task 8.

6.1.4.1 Pre-construction Meeting

ENGINEER will attend a preconstruction meeting with CM/GC, CITY, and Veolia to be conducted at WRWTP. The purpose of the conference will be to discuss communication, coordination, and other procedures and discuss general work plan and project requirements. CITY will take notes or otherwise record the results of this conference.

6.1.4.2 Shop Drawings and Submittals

ENGINEER shall review and comment on submittals for substantial conformance with the Contract Documents and any special provisions. Submittals will originate with the CM/GC and will be submitted in accordance with the Contract Documents, and will consist of such items as design drawings; calculations; shop drawings; working drawings; certificates; lists of materials; operating

instructions; catalog cuts; data sheets; brochures; samples and mock-ups; installation instructions; plans to accommodate portions of the work; quality control plans; manufacturers' and contractors' Operations and Maintenance Manuals and Training Plans; environmental and pollution control plans; and other items used to administer the construction and performance of the Work. Reviews and comments performed by ENGINEER will recommend further action.

All reviews will be performed using PDF files to be provided by the CM/GC to the CITY. ENGINEER will receive files from the CITY, and reviewed documents will be transmitted to the CITY.

ENGINEER will keep a copy of submittals reviewed by ENGINEER for documentation purposes. Correspondence with the CM/GC will be through the CITY. Comments on shop drawings will be made directly onto the submittal (as PDF). ENGINEER may also provide additional information in a traditional memo format and may attach related PDF files directly to the submittal. ENGINEER will also receive a file copy of submittals reviewed by the CITY. Submittal logs will be maintained by the CITY.

The estimated level of effort for this subtask is based on an assumed review effort required for up to 5 shop drawing reviews, not including resubmittals. For the purposes of budgeting, it is assumed that up to 7 hours for an engineer, architect, or other design professional will be required to review and respond to each submittal directly, not including clerical. Manpower estimates include a 10% contingency factor and additional hours for coordination of review comments. Additional requests or levels of effort beyond these assumptions may be provided as Additional Services.

ENGINEER shall establish a goal to complete the review of submittals in a timely manner, to allow CITY to respond to the CM/GC within the time allotted in the Contract Documents. Minor clarifications may be noted on submittals, and ENGINEER may contact the construction contractor for minor clarifications and supplemental data to allow quicker final turnarounds of submittals. Oral clarifications shall be noted in writing by a follow up memorandum or a note on the submittal being reviewed.

Deliverables:

1. PDF files consisting of submittal responses.

6.1.4.3 Document Clarifications and RFI Responses

ENGINEER shall provide assistance and guidance to the CM/GC, as requested by CITY, in the interpretation of written Requests for Clarification of Contract Documents (RFC) and Requests for Information (RFI) from the CM/GC, installing subcontractors and suppliers.

ENGINEER will interpret the Contract Documents and will provide written responses, which may include elementary sketches to illustrate design details and intent. This scope of work assumes 3 written RFI or RFC responses. For the purposes of budgeting, it is assumed that up to 5 hours for an engineer, architect, or other design professional will be required to review and respond to each request. Additional requests or levels of effort beyond these assumptions may be provided as Additional Services.

RFI and RFC logs will be maintained by Engineer. ENGINEER will receive files from CM/GC, and reviewed documents will be transmitted to CITY.

Deliverables:

1. PDF files consisting of RFI and RFC responses.

6.1.4.4 Construction Progress Meetings

ENGINEER shall attend one construction progress meeting during construction of clearwell modifications.

6.1.4.5 Record Drawings

ENGINEER shall prepare Record Drawings based on red-line markups, addenda and change order information compiled and furnished by CITY. The record drawings will represent the information provided and to that extent will represent the location, types of various components and the way

the project was constructed. The work scope assumes accurate and complete information will be received and that an average of 1 hour for an engineer, architect, or other design professional will be required per drawing to document conditions, and that no more than 5 project drawings will require revision. It is assumed that red-line markups will be furnished to ENGINEER at end of construction.

ENGINEER is not responsible for errors or omissions in the information that is used to create the record drawings. Record Drawings shall be in the format described herein. ENGINEER shall modify CAD design files and submit to CITY a final set of Record Drawings when the project is complete and accepted.

Deliverables:

1. AutoCAD files and 22x34 pdf file

**Task 6.1.5 Preliminary Clearwell Tracer Study**

The purpose of this task is to perform a tracer study of the existing clearwell after completion of clearwell modifications to confirm results of CFD modeling performed at a similar flow rate, perhaps at 10-15 mgd depending on the plant's ability to operate at a specific flowrate for an extended period of time. This tracer test will not be used to change the hydraulic efficiency of the tank for use in CT compliance calculations – only for confirmation of the performance of the newly installed baffles. At the completion of construction of the main construction package, another tracer study (to be negotiated under Task 8) will be performed to establish the hydraulic efficiency of the tank for use in CT compliance calculations at the uprated 20 mgd capacity.

6.1.5.1 Develop Clearwell Tracer Test Protocol

The ENGINEER will revise the test protocol developed for the 2014 WRWTP Tracer Test as required for this work. Tracer test protocol will confirm the flow rate to be tested, length of time required for the tests, type and quantity of tracer chemical to add, how the tracer chemical will be added, where sampling will occur, how frequently sample will be taken and by what methods.

As part of the protocol, the ENGINEER will define equipment and chemicals required for conducting the tracer test and will purchase or otherwise make available that equipment. The ENGINEER will contact other utilities in the locale to locate required tracer chemical, facilities and equipment for mixing the tracer solution, equipment for injecting the tracer solution into the plant flow, and instruments for sampling and logging the resulting conductivity.

As part of the protocol, previously prepared reports (WRWTP Tracer Study, 2014, WSMP, September 2012, and WRWTP Disinfection (CT) Analysis, April 7, 2011) will be used to determine and/or confirm the effective clearwell volume and Hydraulic Residence Time for one points of CT compliance: current compliance point at the outflow from the clearwell (from measured values).

Deliverables:

1. Draft and Final Clearwell Tracer Test Protocol

6.1.5.2 Conduct Clearwell Tracer Test

ENGINEER will conduct two tracer tests at WRWTP Clearwell following baffle installation. The tracer study flow rate shall be mutually agreed upon by the ENGINEER, the CITY, and Veolia before CFD modeling is completed. The study will commence by injecting tracer chemical into the filter effluent and measuring the conductivity at the utility waterline at the high service pump station discharge pipeline. The initial test will be with the clearwell full and will be repeated if necessary. It is assumed that the test(s) performed with the clearwell full will take approximately 10 hours; including preparation time. ENGINEER will confirm with CITY, Veolia and Sherwood operations staff that PRV settings and tank levels are set and maintained to facilitate the testing. This testing will provide information about the contact time and hydraulic performance of the clearwell. ENGINEER will provide two people to perform the test. Additional tests may be conducted if required as additional services as described in the optional services section below.



ENGINEER will perform all tracer test coordination including: mixing and storing the tracer solution; operating the chemical injection equipment; sample collection; and analysis. Veolia WRWTP staff will operate the plant at the desired flow rate and clearwell level and maintain close coordination with the CITY distribution personnel and Sherwood water operations personnel to ensure desired flow rates are maintained for the test periods. Each test shall extend approximately three hydraulic detention times through the clearwell. The tracer test(s) will be performed following the protocol and per EPA/OHA criteria to determine actual hydraulic efficiency at both alternate compliance points at a single continuous flow rate.

#### Assumptions

1. During the entire tracer test periods, if the flow rate or water level changes by more than +/- 10%, the test may have to be terminated and repeated later, which will require additional effort from ENGINEER. ENGINEER will coordinate with WRWTP staff to schedule the tracer test to avoid backwashes or washwater recycle as this also could result in terminating a tracer test and repeating later
2. Proposed tracer chemical is calcium chloride
3. Conductivity will be measured using analytical equipment provided by ENGINEER
4. Sampling is expected to occur in 5-minute intervals after the slug dose addition to obtain background conductivity levels, and then in 1-minute intervals once conductivity begins to increase until the end of the test. ENGINEER will collect needed SCADA data from the plant systems.
5. Total number of samples collected, the sampling interval and the test duration will be determined as part of the testing protocol preparation.

#### 6.1.5.3 Summary of Tracer Test Results

ENGINEER will prepare TM documenting protocol, design criteria, tracer study results, and CT calculations. TM will be presented to the CITY, Veolia, stakeholders for review and comment.

#### Deliverables

1. Draft and Final TM

## 6.2 60% Design and Review Meetings

The 60% design submittal shall consist of drawings and specifications as developed for the selected alternative as presented in the Final Design Report, as revised based on review comments received at the 30% complete stage. Submittal documents will consist of the following:

#### Specifications:

- Final table of contents
- Draft specification sections, selected for key equipment

Drawings will generally be the same as those included in the 30% submittal, with additional drawings prepared to reflect the higher level of completion and design progression and related review comments received from the CITY, see the drawing list in Appendix A.

#### Other Supporting Information:

- Tabulated comment response for 30% submittal review log
- OPCC
- Updated schedule

The CITY and CM/GC will review and comment on draft documents. The ENGINEER will conduct three 60% design review workshops with the CITY and CM/GC to review design comments and coordinate with CMGC's scope items anticipated to be constructability, construction sequence, value analysis, and schedule. Reviewers will discuss issues and concerns and will work to identify acceptance and/or resolution. Accepted comments will be incorporated into the project design for subsequent submittals.

Each meeting will last 4 hours and will be held either at the WRWTP or at the ENGINEER's office in Portland. Workshop deliverables include Workshop Agenda and Draft and Final meeting minutes.

Deliverables:

3. Specifications and 11x17 drawings as PDF files
4. Other deliverables as PDF files
5. Workshop Materials and Summary

6.3 90% Design of WRWTP Expansion

The 90% design submittal will be used for formal biddability, constructability, operation, and environmental review; and to coordinate with GMP preparation and permit applications. The submittal will consist of the following:

- Tabulated comment response for 60% submittal review log
- 90% Drawings (complete drawing set)
- 90% Specifications (all proposed specification sections)
- OPCC
- Updated design schedule

The 3D model will be furnished to the CITY and will be intended for use by the CM/GC. All drawings will be 11x17 size, 2D only. Deliverables will include Specifications and drawings as PDF files

The CITY and CM/GC will review and comment on draft documents. The ENGINEER will conduct one 90% design review workshops with the CITY and CM/GC to review design comments and coordinate with CMGC's scope items anticipated to be constructability, construction sequence, value analysis, and schedule. Reviewers will discuss issues and concerns and will work to identify acceptance and/or resolution. Accepted comments will be incorporated into the project design for subsequent submittals.

The meeting will last 4 hours and will be held either at the WRWTP or at the ENGINEER's office in Portland. Workshop deliverables include Workshop Agenda and Draft and Final meeting minutes.

Deliverables:

1. Specifications and 11x17 drawings as PDF files
2. All other deliverables as PDF files
3. Workshop Materials and Summary

6.4 100% Design of WRWTP Expansion

The Final Design submittal includes all materials needed to begin issuing packages for subcontract buyout It will consist of the following:

- Tabulated comment response for 90% submittal review log
- 100% stamped and sealed drawings
- 100% stamped and sealed specifications
- Final schedule

Deliverables:

1. Specifications and drawings as PDF files
2. All other deliverables as PDF files

Assumptions:

1. All bidding packages and processes are to be prepared by the CM/GC.
2. No Mylar civil drawings are required because there will be no civil yard piping drawings in the public right of way

6.5 Opinions of Probable Construction Cost

The ENGINEER will prepare a Opinions of Probable Construction Cost (OPCC) at the 60% and 90% completion stage as described herein and will conduct a one-day meeting with the CM/GC to consider and

reconcile differences between the ENGINEER OPCC and similar CM/GC values. All work will be performed in accordance with the Association for the Advancement of Cost Engineering (AACE) guidelines, the project specific estimating policies, and standard THE ENGINEER estimating procedures as follows:

- 60% completion - Class 3 OPCC (resource pricing methodology)
- 90% completion - Class 2 OPCC (resource pricing methodology)

The CITY acknowledges that the ENGINEER has no control over costs of labor, materials, competitive bidding environments and procedures, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the OPCC of this project, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to Acts of God and other market events beyond the control of the parties. The CITY further acknowledges that this is a “snapshot in time” and that the reliability of this OPCC will inherently degrade over time. The CITY agrees that the ENGINEER cannot and does not make any warranty, promise, guarantee, or representation, either express or implied, that proposals, bids, project construction costs, cost of operation, or cost of maintenance will not vary substantially from the ENGINEER’s good faith Opinion of Probable Construction Cost.

Deliverables:

1. 60% and 90% OPCC, draft and final versions

## **7 PERMITTING ASSISTANCE**

### **Task 7 Objectives:**

The purpose of this task is to identify and complete applications for local and State permits for the Project.

### **Task 7 Assumptions:**

- A. This task will be performed by ENGINEER.
- B. The CITY will pay application fees directly to the agency and will sign permit applications.
- C. No impacts to wetlands, waterways of the United States or threatened or endangered species is anticipated.
- D. The Contractor will obtain construction general building and trade discipline permits
- E. The project is excluded from National Environmental Policy Act (NEPA) review.
- F. A stormwater management plan and Clean Water Act 401 Certification is not required.
- G. If required, tree identification, mapping, planning, and permitting will be performed by the CITY's arborist.
- H. No Federal permits are required

### **Task 7 Subtasks:**

#### 7.1 Prepare a Permitting Plan

Identify the various permits that may be required, the authorizing or approval agency, points of contact, timeline of activities and whether the permit is to be acquired by the CITY or the Construction Contractor.

#### 7.2 Meeting with Public Agencies

Following creation of the permitting plan, ENGINEER will meet with public agencies at the local and state level in a pre-application meeting to identify points of contact, procedures, expectations for permit application packages and to review the project timeline and permitting sequences.

#### 7.3 Establish Permitting Requirements

Establish requirements that will impact the design or design presentation and document them in a memorandum for internal use by design discipline leads.

#### 7.4 Design Review

Prepare, submit, and monitor application to OHA for Design Review (Type II or III). This includes development of a stormwater report. Incorporate conditions into design documents.

#### 7.5 Tualatin Valley Fire and Rescue (TVF&R) Coordination

Coordinate with Tualatin Valley Fire and Rescue (TVF&R) and incorporate its requirements into the design. Incorporate conditions into design documents.

#### 7.6 Oregon Health Authority Coordination

Prepare, submit, and monitor application for Oregon Health Authority, Drinking Water Program Plan Review. Incorporate comments into the design. Incorporate conditions into design documents.

#### 7.7 City of Wilsonville NPDES Permit Coordination

Prepare, submit, and monitor application to City of Wilsonville for Oregon Department of Environmental Quality NPDES General 1200-CN Permit related to erosion control. Incorporate conditions into design documents.

#### 7.8 Building Permit

Prepare, submit, and monitor application for City of Wilsonville general building permit. Incorporate conditions into design documents.

## 7.9 Meetings

Participate in three permitting coordination meetings with the CITY staff to identify action items and schedule.

### **Task 7 Deliverables:**

1. City of Wilsonville Permit Applications
  - a) City of Wilsonville Modification of a Conditional Use Permit (if needed)
  - b) Design Review (Type II or III)
2. Oregon DEQ 1200CN – Application
3. OHA Plan Review – Application
4. Public information materials, as requested

## **8 ENGINEERING SERVICES DURING CONSTRUCTION**

With completion of Task 5, the CITY and the ENGINEER will develop a contract amendment for Task 8, in which the ENGINEER will furnish engineering services assistance during the WRWTP construction and post-construction stages.

Scope of Services for Task 8, including adjusted Basis of Compensation and revised Schedule, will be developed as mutually agreed by the CITY and the ENGINEER near the conclusion of Task 5 once engineering assistance requirements are more clearly understood by all parties. Scope will be authorized by an amendment.

## **OPTIONAL TASKS**

The following optional tasks require written authorization from the City before proceeding.

### **Task 5.5.2.2 Actiflo Full Scale Demonstration Testing**

The ENGINEER will implement the test plan, with operations staff making all field adjustments and measurements. Weekly progress meetings at the WRWTP will be held with Veolia and the ENGINEER to review findings and identify necessary changes in direction. Daily log forms will be made available to provide a mechanism for recording observations, flow changes, and other concerns.

At the midpoint of the test, the ENGINEER will make a presentation to the CITY, summarizing all interim findings and results. A test report will be prepared and submitted to the CITY at the conclusion of all tests.

Assumptions:

1. Veolia will operate the plant to allow testing of individual Actiflo basins at 9-10 mgd flowrate, as documented in the Testing Plan
2. It is assumed that this will occur on a similar schedule to the filtration pilot testing (5-week run periods occurring four times during the first year of the project).

Deliverables:

1. Daily log template
2. Interim results presentation
3. Draft Test Report
4. Final Test Report

### **Task 7.10 Public Outreach Support**

Provide support for public outreach and community involvement by providing summary technical information, preliminary site plans, 2D or 3D renderings where available, schedules, and other information as requested. ENGINEER will prepare for and participate in up to 2 community or neighborhood meetings.

**Task 7.11 Conditional Use Permit Application**

Prepare, submit, and monitor application for City of Wilsonville Major Modification of a Conditional Use Permit (Type III). Attend a public meeting. Incorporate conditions into design documents. The City Planning Manager indicated that this would not be required so it is listed as optional

**ATTACHMENTS**

**Attachments:**

- A Preliminary Drawing List**
- B Full Geotechnical Scope of Work**
- C Preliminary Project Schedule**
- D Fee Summary and Breakdown by Task**

**Attachment A**  
**Preliminary Drawing List**

## Attachment A - Willamette River Water Treatment Plant Expansion - Preliminary Drawing List

DISCIPLINE	SHEET NAME	30%	60%	90%	100%	Count	
<b>GENERAL</b>							
G-	1	COVER SHEET	S	O	C	X	1
G-	2	LOCATION AND VICINITY MAP	S	O	C	X	2
G-	3	LIST OF DRAWINGS	S	O	C	X	3
G-	4	SYMBOLS	S	O	C	X	4
G-	5	ABBREVIATIONS	S	O	C	X	5
G-	6	PROCESS FLOW SCHEMATIC	S	O	C	X	6
G-	7	DESIGN CRITERIA - I	S	O	C	X	7
G-	8	DESIGN CRITERIA - II	S	O	C	X	8
G-	9	HYDRAULIC PROFILE	S	O	C	X	9
G-	10	PIPE SCHEDULE - FLUID ABBREVIATIONS	S	O	C	X	10
G-	11	PIPE SCHEDULE - PIPE MATERIALS	S	O	C	X	11
<b>CIVIL</b>							
C-	1	GENERAL NOTES AND SYMBOLS	S	O	C	X	12
C-	2	EXISTING SITE PLAN, CONTRACTOR'S SITE ACCESS, STORAGE & STAGING	S	O	C	X	13
C-	3	OVERALL SITE PLAN	S	O	C	X	14
C-	4	HORIZONTAL CONTROL AND PAVING PLAN - EMERGENCY GENERATOR AREA	S	O	C	X	15
C-	5	HORIZONTAL CONTROL AND PAVING PLAN - LOX AREA	S	O	C	X	16
C-	6	STORM DRAINAGE AND GRADING PLAN - EMERGENCY GENERATOR AREA		S	C	X	17
C-	7	STORM DRAINAGE AND GRADING PLAN - LOX AREA		S	C	X	18
C-	8	CHEMICAL PIPING PLAN - I	S	O	C	X	19
C-	9	CHEMICAL PIPING PLAN - II	S	O	C	X	20
C-	10	STANDARD DETAILS - I		S	C	X	21
C-	11	STANDARD DETAILS - II		S	C	X	22
C-	12	STANDARD DETAILS - III		S	C	X	23
C-	13	STANDARD DETAILS - IV		S	C	X	24
C-	14	MISCELLANEOUS CIVIL DETAILS		S	C	X	25
<b>STRUCTURAL</b>							
S-	1	NOTES AND DESIGN CRITERIA	S	O	C	X	26
S-	2	STATEMENT OF SPECIAL INSPECTIONS - I	S	O	C	X	27
S-	3	STATEMENT OF SPECIAL INSPECTIONS - II	S	O	C	X	28
S-	4	STANDARD DETAILS	S	O	C	X	29
S-	5	STANDARD DETAILS	S	O	C	X	30
S-	6	STANDARD DETAILS	S	O	C	X	31
S-	7	STANDARD DETAILS	S	O	C	X	32
S-	8	STANDARD DETAILS	S	O	C	X	33
<b>WASTE WASHWATER BASIN AND PUMP STATION</b>							
8S-	1	PLAN	S	O	C	X	34
8S-	2	SECTION		S	C	X	35
8S-	3	DETAILS		S	C	X	36
<b>FINISHED WATER PUMP STATION/CLEARWELL</b>							
9S-	1	PLAN	S	O	C	X	37
9S-	2	SECTION		S	C	X	38
9S-	3	SECTION		S	C	X	39
9S-	4	SECTION		S	C	X	40
9S-	5	DETAILS		S	C	X	41
9S-	6	DETAILS		S	C	X	42
<b>SLUDGE THICKENER</b>							
11S-	1	PLAN	S	O	C	X	43
11S-	2	SECTION		S	C	X	44
<b>SLUDGE DEWATERING BUILDING</b>							
12S-	1	PLAN	S	O	C	X	45
12S-	2	SECTION		S	C	X	46
12S-	3	DETAILS		S	C	X	47
<b>CHEMICAL STORAGE AND METERING</b>							
13S-	1	PLAN	S	O	C	X	48
13S-	2	SECTION		S	C	X	49
13S-	3	DETAILS		S	C	X	50
<b>OZONE GENERATION</b>							
19S-	1	PLAN	S	O	C	X	51
19S-	2	SECTION		S	C	X	52
<b>LOX SYSTEM</b>							
20S-	1	PLAN	S	O	C	X	53
20S-	2	SECTION		S	C	X	54
20S-	3	DETAILS		S	C	X	55
<b>GENERATOR/DIESEL FUEL TANK</b>							
22S-	1	PLAN	S	O	C	X	56
22S-	2	SECTION		S	C	X	57
<b>SWITCHGEAR BUILDING</b>							
23S-	1	PLAN	S	O	C	X	58



23S-	2	PLAN	S	O	C	X	59
23S-	3	SECTION		S	C	X	60
23S-	4	DETAILS		S	C	X	61
<b>ARCHITECTURAL</b>							
A-	1	ABBREVIATIONS	S	O	C	X	62
A-	2	SCHEDULES		S	C	X	63
A-	3	DETAILS		S	C	X	64
A-	4	DETAILS		S	C	X	65
A-	5	DETAILS		S	C	X	66
<b>FINISHED WATER PUMP STATION</b>							
9A-	1	EX. GENERATOR ROOM CODE SUMMARY, LIFE SAFETY PLAN, ENERGY SUMMARY	S	O	C	X	67
9A-	2	EX. GENERATOR ROOM FLOOR PLA		S	C	X	68
9A-	3	EX. GENERATOR ROOM REFLECTED CEILING PLAN		S	C	X	69
9A-	4	EX. GENERATOR ROOM INTERIOR ELEVATIONS		S	C	X	70
<b>SLUDGE DEWATERING BUILDING</b>							
12A-	1	ROOF PLAN, EXTERIOR ELEVATION, SECTION	S	O	C	X	71
<b>SWITCHGEAR BUILDING</b>							
23A-	1	BUILDING CODE SUMMARY AND LIFE SAFETY PLANS	S	O	C	X	72
23A-	2	FLOOR PLAN		S	C	X	73
23A-	3	ROOF PLAN		S	C	X	74
23A-	4	EXTERIOR ELEVATIONS - I		S	C	X	75
23A-	5	EXTERIOR ELEVATIONS - II		S	C	X	76
23A-	6	SECTION		S	C	X	77
<b>INSTRUMENTATION</b>							
I-	1	P&ID SYMBOLS AND LEGEND	S	O	C	X	78
I-	2	DETAILS		S	C	X	79
I-	3	DETAILS		S	C	X	80
I-	4	DETAILS		S	C	X	81
I-	5	CONTROL NETWORK 1	S	O	C	X	82
I-	6	CONTROL NETWORK 2	S	O	C	X	83
I-	7	RAW WATER PUMP STATION I/O WIRING 1	S	O	C	X	84
I-	8	RAW WATER PUMP STATION I/O WIRING 2	S	O	C	X	85
I-	9	LIQUID OXYGEN STORAGE I/O WIRING	S	O	C	X	86
I-	10	OZONE GENERATOR NO. 1 I/O WIRING 1	S	O	C	X	87
I-	11	OZONE GENERATOR NO. 1 I/O WIRING 2	S	O	C	X	88
I-	12	OZONE GENERATOR NO. 2 I/O WIRING 1	S	O	C	X	89
I-	13	OZONE GENERATOR NO. 2 I/O WIRING 2	S	O	C	X	90
I-	14	OZONE CONTACT BASINS I/O WIRING 1	S	O	C	X	91
I-	15	OZONE CONTACT BASINS I/O WIRING 2	S	O	C	X	92
I-	16	OZONE CONTACT BASINS I/O WIRING 3	S	O	C	X	93
I-	17	OZONE CONTACT BASINS I/O WIRING 4	S	O	C	X	94
I-	18	FILTER WASTE WASHWATER PUMP STATION I/O WIRING 1	S	O	C	X	95
I-	19	FILTER WASTE WASHWATER PUMP STATION I/O WIRING 2	S	O	C	X	96
I-	20	FILTER WASTE WASHWATER PUMP STATION I/O WIRING 3	S	O	C	X	97
I-	21	FINISHED WATER PUMP STATION I/O WIRING 1	S	O	C	X	98
I-	22	FINISHED WATER PUMP STATION I/O WIRING 2	S	O	C	X	99
I-	23	SLUDGE THICKENER I/O WIRING 1	S	O	C	X	100
I-	24	SLUDGE THICKENER I/O WIRING 2	S	O	C	X	101
I-	25	SLUDGE THICKENER I/O WIRING 3	S	O	C	X	102
I-	26	DRY POLYMER FEED SYSTEM I/O WIRING 1	S	O	C	X	103
I-	27	DRY POLYMER FEED SYSTEM I/O WIRING 2	S	O	C	X	104
I-	28	DRY POLYMER FEED SYSTEM I/O WIRING 3	S	O	C	X	105
I-	29	GENERATOR IO WIRING 1	S	O	C	X	106
I-	30	GENERATOR IO WIRING 2	S	O	C	X	107
I-	31	ACTIFLO IO WIRING 1 (MCC IO MODIFICATIONS)	S	O	C	X	108
I-	32	ACTIFLO IO WIRING 2 (MCC IO MODIFICATIONS)	S	O	C	X	109
I-	33	ACTIFLO IO WIRING 3 (MCC IO MODIFICATIONS)	S	O	C	X	110
2I-	1	RAW WATER PUMP STATION P&ID	S	O	C	X	111
5I-	1	OZONE CONTACTOR FEED GAS SYSTEM P&ID	S	O	C	X	112
5I-	2	OZONE CONTACTOR BASIN 1 SAMPLING AND WATER SYSTEMS P&ID	S	O	C	X	113
5I-	3	OZONE CONTACTOR BASIN 2 SAMPLING AND WATER SYSTEMS P&ID	S	O	C	X	114
5I-	4	OZONE INSTRUMENTATION DETAILS	S	O	C	X	115
5I-	5	OZONE INSTRUMENTATION DETAILS	S	O	C	X	116
8I-	1	FILTER WASTE WASHWATER PUMP STATION P&ID	S	O	C	X	117
9I-	1	HIGH SERVICE PUMP STATION P&ID	S	O	C	X	118
11I-	1	SLUDGE THICKENER P&ID	S	O	C	X	119
13I-	1	DRY POLYMER FEED SYSTEM P&ID	S	O	C	X	120
19I-	1	GOX PRESSURE CONTROL P&ID	S	O	C	X	121
19I-	2	OZONE GAS GENERATION SYSTEM 1 P&ID	S	O	C	X	122
19I-	2	OZONE GAS GENERATION SYSTEM 2 P&ID	S	O	C	X	123
19I-	3	OZONE GAS GENERATION SYSTEM 3 P&ID	S	O	C	X	124
19I-	2	OZONE GENERATORS COOLING WATER SYSTEM P&ID	S	O	C	X	125
19I-	3	OZONE POWER SUPPLY UNITS COOLING WATER SYSTEM P&ID	S	O	C	X	126
19I-	4	OZONE GENERATION CLOSED LOOP COOLING WATER SYSTEM P&ID	S	O	C	X	127

19I-	5	SUPPLEMENTAL NITROGEN SYSTEM P&ID	S	O	C	X	128
20I-	1	LIQUID OXYGEN STORAGE P&ID	S	O	C	X	129
22I-	1	EMERGENCY GENERATOR P&ID	S	O	C	X	130
22I-	2	DIESEL FUEL STORAGE TANK P&ID	S	O	C	X	131
23I-	1	12KV SERVICE SWITCHGEAR P&ID	S	O	C	X	132
23I-	2	4160V SWITCHGEAR P&ID	S	O	C	X	133
<b>PROCESS MECHANICAL</b>							
M-	1	GENERAL NOTES AND SYMBOLS	S	O	C	X	134
M-	2	EQUIPMENT SCHEDULE	S	O	C	X	135
M-	3	STANDARD DETAILS	S	O	C	X	136
M-	4	STANDARD DETAILS	S	O	C	X	137
M-	5	STANDARD DETAILS	S	O	C	X	138
M-	6	STANDARD DETAILS	S	O	C	X	139
M-	7	STANDARD DETAILS	S	O	C	X	140
<b>RAW WATER PUMP STATION</b>							
2M-	1	DEMO PLAN	S	O	C	X	141
2M-	2	PLAN	S	O	C	X	142
2M-	3	SECTION		S	C	X	143
2M-	4	DETAILS		S	C	X	144
<b>OZONE CONTACTORS</b>							
5M-	1	DEMO PLAN	S	O	C	X	145
5M-	2	DEMO SECTION	S	O	C	X	146
5M-	3	PLAN	S	O	C	X	147
5M-	4	SECTION	S	O	C	X	148
5M-	5	SECTION		S	C	X	149
5M-	6	DETAILS		S	C	X	150
<b>WASTE WASHWATER BASIN AND PUMP STATION</b>							
8M-	1	DEMO PLAN	S	O	C	X	151
8M-	2	PLAN	S	O	C	X	152
8M-	3	SECTION		S	C	X	153
8M-	4	DETAILS		S	C	X	154
<b>FINISHED WATER PUMP STATION/CLEARWELL</b>							
9M-	1	DEMO PLAN	S	O	C	X	155
9M-	2	PLAN	S	O	C	X	156
9M-	3	SECTION		S	C	X	157
9M-	4	DETAILS		S	C	X	158
<b>SLUDGE THICKENING</b>							
11M-	1	DEMO PLAN	S	O	C	X	159
11M-	2	PLAN	S	O	C	X	160
11M-	3	SECTION		S	C	X	161
11M-	4	DETAILS		S	C	X	162
<b>CHEMICAL STORAGE AND METERING</b>							
13M-	1	DEMO PLAN	S	O	C	X	163
13M-	2	PLAN	S	O	C	X	164
13M-	3	PLAN	S	O	C	X	165
13M-	4	SECTION		S	C	X	166
13M-	5	SECTION		S	C	X	167
13M-	6	DETAILS		S	C	X	168
<b>OZONE GENERATION</b>							
19M-	1	DEMO PLAN	S	O	C	X	169
19M-	2	PLAN	S	O	C	X	170
19M-	3	SECTION		S	C	X	171
19M-	4	SECTION		S	C	X	172
19M-	5	DETAILS		S	C	X	173
<b>LOX SYSTEM</b>							
20M-	1	DEMO PLAN	S	O	C	X	174
20M-	2	PLAN	S	O	C	X	175
20M-	3	SECTION		S	C	X	176
20M-	4	DETAILS		S	C	X	177
<b>DIESEL FUEL TANK</b>							
22M-	1	PLAN	S	O	C	X	178
22M-	2	SECTION		S	C	X	179
22M-	3	DETAILS		S	C	X	180
<b>BUILDING MECHANICAL</b>							
GH-	1	MECHANICAL ABBREVIATIONS, SYMBOLS, AND LEGEND	S	O	C	X	181
GH-	2	HVAC DETAILS		S	C	X	182
GH-	3	HVAC SCHEDULES		S	C	X	183
<b>RAW WATER PUMP STATION</b>							
2H-	1	DEMO PLAN	S	O	C	X	184
2H-	2	PLAN	S	O	C	X	185
2H-	3	SECTIONS		S	C	X	186

SWITCHGEAR BUILDING						
23H- 1	PLAN	S	O	C	X	187
23H- 2	SECTIONS		S	C	X	188
ELECTRICAL						
E- 1	SYMBOLS AND LEGEND	S	O	C	X	189
E- 2	ELECTRICAL DEMO PLANS I	S	O	C	X	190
E- 3	ELECTRICAL DEMO PLANS II	S	O	C	X	191
E- 4	ELECTRICAL DEMO PLANS III	S	O	C	X	192
E- 5	ELECTRICAL DEMO PLANS IV	S	O	C	X	193
E- 6	SITE PLAN	S	O	C	X	194
E- 7	SERVICE SINGLE LINE DIAGRAM		S	C	X	195
E- 8	12KV SWITCHGEAR ELEVATION		S	C	X	196
E- 9	12KV SWITCHGEAR CONTROL DIAGRAM I		S	C	X	197
E- 10	12KV SWITCHGEAR CONTROL DIAGRAM II		S	C	X	198
E- 11	4160V SWITCHGEAR ELEVATION		S	C	X	199
E- 12	4160 SWITCHGEAR CONTROL DIAGRAM I		S	C	X	200
E- 13	4160 SWITCHGEAR CONTROL DIAGRAM II		S	C	X	201
E- 14	12KV SERVICE ENLARGED PLAN	S	O	C	X	202
E- 15	4160 SERVICE ENLARGED PLAN	S	O	C	X	203
E- 16	GENERATOR AREA ENLARGED PLAN	S	O	C	X	204
E- 17	RAW WATER PUMP UPGRADE PLAN	S	O	C	X	205
E- 18	RAW WATER PUMP UPGRADE SINGLE LINE		S	C	X	206
E- 19	RAW WATER PUMP UPGRADE MCC ELEVATION		S	C	X	207
E- 20	RAW WATER PUMP UPGRADE MCC CONTROL DIAGRAMS		S	C	X	208
E- 21	CHEMICAL AREA UPGRADES PLAN	S	O	C	X	209
E- 22	CHEMICAL AREA UPGRADES SINGLE LINE		S	C	X	210
E- 23	CHEMICAL AREA UPGRADES MCC ELEVATION		S	C	X	211
E- 24	CHEMICAL AREA UPGRADES MCC CONTROL DIAGRAMS		S	C	X	212
E- 25	OZONE GENERATOR UPGRADES PLAN	S	O	C	X	213
E- 26	OZONE GENERATOR UPGRADES SINGLE LINE		S	C	X	214
E- 27	OZONE GENERATOR UPGRADES MCC ELEVATION		S	C	X	215
E- 28	OZONE GENERATOR UPGRADES MCC CONTROL DIAGRAMS		S	C	X	216
E- 29	LOX/VAPORIZERS PLAN	S	O	C	X	217
E- 30	OZONE UPGRADES PLAN		S	C	X	218
E- 31	OZONE UPGRADES SINGLE LINE		S	C	X	219
E- 32	OZONE UPGRADES MCC ELEVATION		S	C	X	220
E- 33	OZONE UPGRADES MCC CONTROL DIAGRAMS		S	C	X	221
E- 34	HIGH SERVICE PUMP PLAN	S	O	C	X	222
E- 35	HIGH SERVICE PUMP SINGLE LINE		S	C	X	223
E- 36	HIGH SERVICE PUMP MCC ELEVATION		S	C	X	224
E- 37	HIGH SERVICE PUMP MCC CONTROL DIAGRAMS		S	C	X	225
E- 38	FINISHED WATER PUMP PLAN	S	O	C	X	226
E- 39	FINISHED WATER PUMP SINGLE LINE		S	C	X	227
E- 40	FINISHED WATER PUMP MCC ELEVATION		S	C	X	228
E- 41	FINISHED WATER PUMP MCC CONTROL DIAGRAMS		S	C	X	229
E- 42	WASHWATER RECYCLE PUMP PLAN	S	O	C	X	230
E- 43	WASHWATER RECYCLE PUMP SINGLE LINE		S	C	X	231
E- 44	WASHWATER RECYCLE PUMP MCC ELEVATION		S	C	X	232
E- 45	WASHWATER RECYCLE PUMP MCC CONTROL DIAGRAMS		S	C	X	233
E- 46	SOLIDS MIXING PUMP PLAN	S	O	C	X	234
E- 47	SOLIDS MIXING PUMP SINGLE LINE		S	C	X	235
E- 48	SOLIDS MIXING PUMP MCC ELEVATION		S	C	X	236
E- 49	SOLIDS MIXING PUMP MCC CONTROL DIAGRAMS		S	C	X	237
E- 50	ELECTRICAL BUILDING POWER PLAN	S	O	C	X	238
E- 51	ELECTRICAL BUILDING LIGHTING PLAN		S	C	X	239
E- 52	ELECTRICAL BUILDING SYSTEMS PLAN		S	C	X	240
E- 53	CONDUIT AND CABLES SCHEDULES I		S	C	X	241
E- 54	CONDUIT AND CABLES SCHEDULES II		S	C	X	242
E- 55	PANEL SCHEDULES I		S	C	X	243
E- 56	PANEL SCHEDULES II		S	C	X	244
E- 57	ELECTRICAL DETAILS I		S	C	X	245
E- 58	ELECTRICAL DETAILS II		S	C	X	246
E- 59	ELECTRICAL DETAILS III		S	C	X	247

S - Started  
O - Ongoing  
C - Completed  
X - Signed and sealed

**Attachment B**  
**Full Geotechnical Scope of Work**

*PREPARED FOR*  
**City of Wilsonville**

**WILSONVILLE WTP EXPANSION**

**GEOTECHNICAL SCOPE OF WORK**

**May 18, 2020**

## INTRODUCTION

This Scope of Work (SOW) outlines the geotechnical investigation and geotechnical analyses proposed to characterize the subsurface conditions and support the design of the planned electrical building and utilidor extension as part of the Wilsonville Water Treatment Plant (WWTP) expansion project. The geotechnical investigation will include the following, which are described in more detail in the following sections:

- Subsurface exploration
- Laboratory testing

Geotechnical analyses will include the following:

- Foundation total and differential settlement estimates
- Foundation bearing capacity calculations (mat or deep-foundations)
- Liquefaction triggering and/or cyclic softening calculations
- Modulus of subgrade reaction recommendations
- Site-specific probabilistic Seismic Hazard Assessment (SHA)
- Lateral earth pressures recommendations in term of equivalent fluid pressure

Stantec has developed this SOW to describe the field investigation and analyses planned to characterize the subsurface soil and groundwater conditions at specific locations within the WWTP site. The results from the field investigation and analyses will be used to develop the basis of design for the proposed electrical building, fuel tank, emergency generator, and utilidor expansion.

Outputs will include a summary of results and findings from the field investigation, summary of results from the analyses, and recommended geotechnical parameters for design. This information will be summarized and presented in the Task 4 technical memorandum.

## 1.0 GEOTECHNICAL INVESTIGATION

The geotechnical field investigation planned for the site includes one drill hole, which includes standard penetration testing (SPT), collection of disturbed and undisturbed samples and groundwater observations; and soil laboratory testing to be performed on the selected soil samples.

### Subsurface exploration program

The planned subsurface investigation consists of drill hole DH-01, which is proposed at the southeast corner of the planned electrical building and summarized in **Table 1**. The hole location is presented in **Figure 1** (note that actual coordinates will be recorded with GPS at the time of drilling).

A truck-mounted drill rig using mud rotary drilling will be used to advance and maintain an open drill hole for planned drilling. Hollow Stem Auger (HSA) drilling would be acceptable, although all previous investigations at the WWTP facility have used mud rotary methods. The drill rig crew will include one driller and one helper. A temporary staging area for drilling supplies and vehicles will be identified onsite upon approval of related authorities. Some disturbance to existing grass turf is expected where the rig will drive over the grass and a small area of turf will be damaged in a 3' by 3' footprint of the drill hole.

Expected encountered materials are the Willamette Silt and the Troutdale Formation. Previous investigations at the WWTP indicate the Willamette Silt is composed of interbedded alluvial silt and sand, although the layering structure is highly variable across the site. The interbedded silt is typically stiff, low plasticity, and moderately overconsolidated. The interbedded sand is typically silty, very loose to dense, and a relative density of medium dense.

The Troutdale Formation ranges from interbedded gravel and sand to silt and clay. Previous investigations indicate that, in this area of the WWTP, interbedded silt and clay of the Troutdale Formation is more predominant closer to the Willamette River. For example, Troutdale Formation in Boring RWF 1.0-B-5 is sand, gravel, and cobbles; boring RWF 1.0-B-4 is predominantly silt and clay. Locations of these borings are shown in **Figure 1**. Interbedded gravel and sand of the Troutdale Formation are typically very dense, although basing the density on SPT N-values is often overestimated due to coarse, granular materials. Interbedded silt and clay zones of the Troutdale Formation are typically medium stiff to hard and are medium to high plasticity.

DH-01 will be advanced through the fill material, Willamette Silt, and 10 feet into the Troutdale Formation. This total drilling length of DH-01 is anticipated to be approximately 65 feet. It is assumed mud rotary will be acceptable to use in all encountered materials. Utility locates will be performed prior to mobilization and drillhole locations will be potentially altered as a result of this. Privately-owned utilities at the site will need to be cleared by the owner, as public utility locate services may not cover all buried utilities at the site.

Standard Penetration Tests (SPTs) will be performed at 2.5-ft intervals in the upper 25 feet of the hole, then transition to 5-ft intervals for the remaining depth. The soil sampling will be performed in accordance with American Society of Testing Materials (ASTM) D 1586, "*Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils.*" Samples collected at each interval will be bagged immediately after recovering from sampler with appropriate labels including drill hole ID, sample depth, sample type, and date for further examination or laboratory testing.

Undisturbed samples will be obtained when fine-grained materials are encountered (in between SPT testing intervals). Undisturbed samples will be obtained using Shelby tube samplers in accordance with ASTM D 1587, "*Standard Practice for Thin-Walled Tube Sampling of Fine-Grained Soils for Geotechnical Purposes*". Additionally, Pocket penetrometer and/or torvane shear tests will be performed in the fine-grained samples for estimation of shear strength. Undisturbed samples for laboratory testing will be carefully packaged and transported to the laboratory in accordance with ASTM D 4220 "*Standard Practice for Preserving and Transporting Soil Samples.*" In general, immediately after retrieval of the sample, the tubes will be trimmed and cleaned of excess disturbed materials on the ends; and sealed with approved air-tight caps and/or sealing wax on both ends to prevent moisture loss. To prevent the movement of the sample within the tube, a suitable filler will be applied to the space left between the end of the liner or tube and the top of the cap or wax. The ends should be covered with the plastic caps and taped to provide a seal. During transportation and storage samples will be kept in vertical position with the top up and should not be shaken or jarred. Samples should be protected from extreme heat and cold; shall be stored in a cool dry place. Each tube shall be properly labeled with relevant information such as project number, drill hole ID, sample depth, recovery, sampling date and orientation. Samples should be delivered to the laboratory for testing promptly, and testing shall be performed no later than two weeks of sampling. Samples shall be extruded from the tube within five days after retrieval and shall be kept airtight. Samples that will be tested more than seven days after extrusion shall be waxed.

No samples will be discarded in the field. For recording purposes, each sample will be photographed on site.



Time onsite per day is assumed to be 10 hours. Drill rate, incorporating testing and sampling, is assumed to be 60 to 80 ft/day through all materials. The estimated duration of the drilling program is 1 day.

All drilling operations will be carried out under the full-time supervision of an experienced engineering geologist or geotechnical engineer from Stantec. Field drill hole logs will include lithological descriptions, visual-manual soil/rock classifications, results of SPT recorded as blows per 6 inches of penetration. The soils will be described and classified in the field according to ASTM D 2488, "*Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)*". The field logs will be finalized after checking the field visual classifications against the laboratory test results.

Groundwater observations will be made during and at the end of drilling operations. The boreholes will be backfilled with the grout or/and bentonite chips. The ground surface will be restored as original as possible. However, some disturbance to turf is expected.

### **Laboratory Testing**

Geotechnical laboratory testing will be conducted on selected samples of soil collected from the drill hole in order to evaluate engineering characteristics and develop design parameters. A preliminary laboratory testing program with specific information regarding the test procedure and standard to follow is presented in **Table 2**. The laboratory testing program will likely be modified based on a review of the actual samples collected during the investigation. Samples will be selected and tests will be assigned based on Stantec's evaluation of data needs and encountered soil conditions.

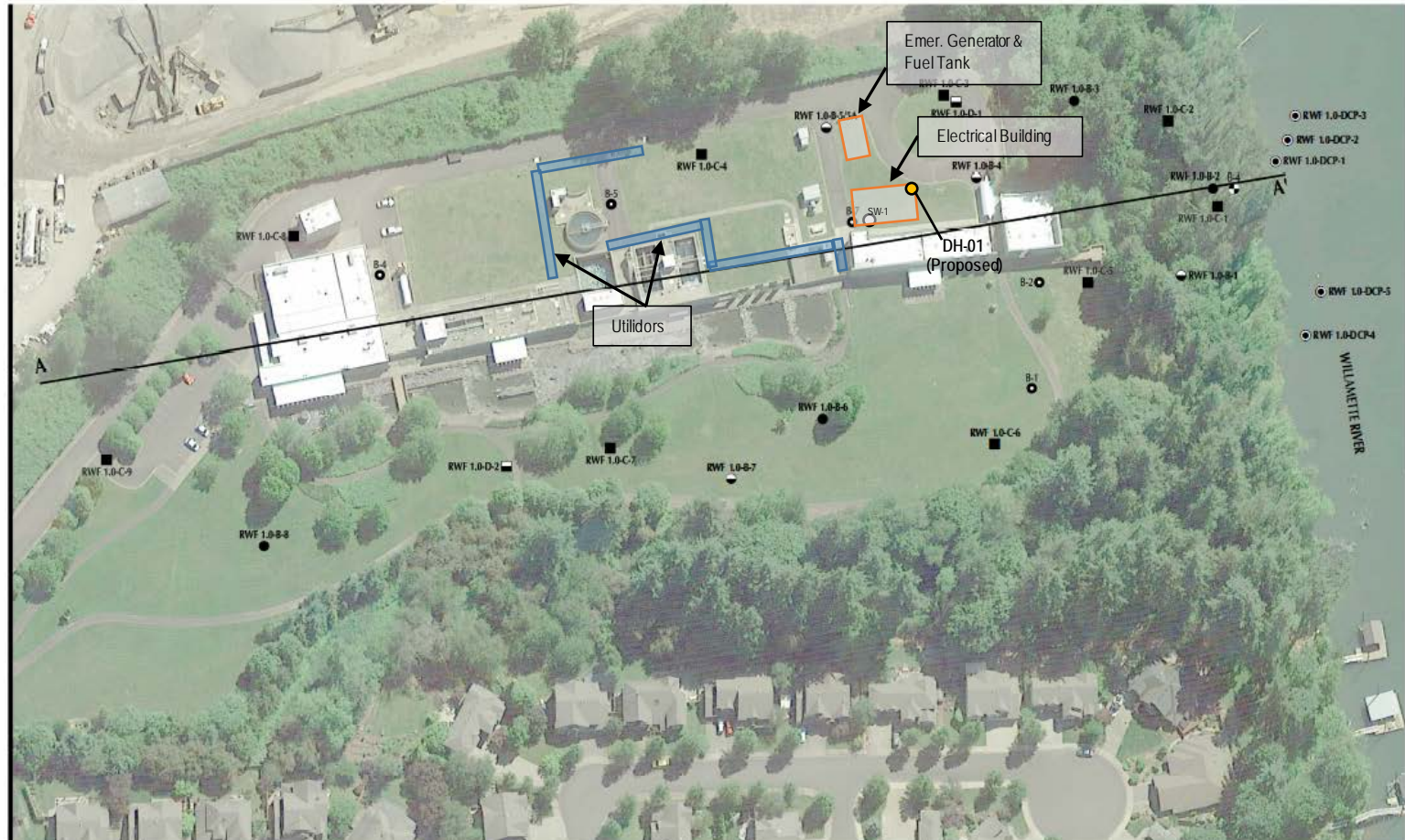
Laboratory testing and reporting will conform to the ASTM standards, and testing will be performed by an accredited soil testing laboratory.

**Table 1: Proposed subsurface exploration program**

Structure	Drill Hole ID	Proposed Drill Length in Bedrock (Troutdale Formation)	Proposed Total Drill Length (feet)	Proposed SPTs	Anticipated Drilling Method	Location / Investigation Information
Electrical Building	DH-01	10	65	18	Mud Rotary	<ul style="list-style-type: none"> <li>• Located at SE corner of the proposed electrical building.</li> <li>• Purpose is to further characterize soil and groundwater conditions and to collect samples for laboratory tests.</li> <li>• Drill hole shall terminate after 10 feet of drilling through Troutdale Formation, approximately 65 total feet.</li> </ul>

**Table 2: Preliminary Laboratory Testing Program**

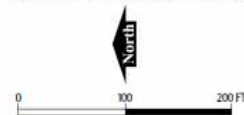
Test Name	Test Standard	Number of Tests (Proposed)	Comments
Natural Moisture Content	ASTM D 2216	10	--
Moisture and Density	ASTM 7263	3	Testing Shelby tube samples from DH-01
Particle Size Analysis Gradation with Distribution Curve	ASTM D 6913	10	--
Liquid Limit, Plastic Limit, and Plasticity Index- 5 points	ASTM D 4318	10	--
Specific Gravity of Soil	ASTM D 854	3	-Testing Shelby tube samples from DH-01
One-Dimensional Consolidation	ASTM D 2435 (Method B)	3	Testing samples from DH-01.



- PROPOSED DYNAMIC CONE TESTING (DECEMBER, 2018)
- BORING AND PIEZOMETER COMPLETED BY GRI (NOVEMBER 6 - 22, 2017)
- BORING COMPLETED BY SHANNON & WILSON (2015)
- BORING COMPLETED BY GRI (NOVEMBER 6 - 22, 2017)
- BORING COMPLETED BY SQUIER (2000)
- CONE PENETRATION TEST COMPLETED BY GRI (NOVEMBER 6 - 22, 2017)
- Boring proposed by Stantec (2020)
- DILATOMETER COMPLETED BY GRI (NOVEMBER 6 - 22, 2017)

A A' CROSS SECTION LOCATION

SITE MAP FROM GOOGLE EARTH PRO, DATED MAY 22, 2017



**GRI** BLACK & VEATCH  
WILLAMETTE RIVER WATER SUPPLY PROGRAM

**SITE MAP**  
(LOWER SITE)

APR. 2019 | JOB NO. 6042 | FIG. 1

Figure 1: Proposed Drillhole Location

## 2.0 GEOTECHNICAL ANALYSES AND FOUNDATION CONCEPTS

After the geotechnical investigation and laboratory testing is completed, Stantec will perform geotechnical analyses in support of the foundation design based on the new, as well as existing, geotechnical information.

The following geotechnical analyses are planned for the site. These analyses and foundation recommendations are based on the information available at this time. It is assumed that a shallow foundation such as mat will be utilized to support the proposed structures. The foundation type and the scope of proposed analyses may change depending upon the actual loads and performance criteria. The analyses will be performed for soils related to the proposed electrical building, emergency generator, fuel tank, and utilidor expansion.

- Foundation bearing capacity
- Foundation settlement
  - Settlement will include immediate, consolidation, secondary, and liquefaction-induced settlements. Differential settlement will be calculated for the proposed electrical building foundation.
- Liquefaction triggering
  - Liquefaction triggering evaluations will be performed on the cohesionless soils. Cyclic softening evaluations will be performed on clays and silts.
- Modulus of subgrade reaction
- Site-specific Seismic Hazard Assessment
  - A Probabilistic Seismic Hazard Analysis (PSHA) will be performed per requirements in Oregon Building Code Section 1803.3.2
- Lateral earth pressures

Foundation concepts will be developed in coordination with the structural engineer. Based on analyses above and conceptual designs for the expansion, an alternatives analysis will be included in the Task 4 technical memorandum for deep and/or shallow foundation options.

Upon completion of the investigation and analyses, a draft technical memorandum will be prepared with the results of the analysis with options and recommendations submitted to the Owner for review. Included in the memorandum will be:

- Summary of the geotechnical investigation including digitized borelogs and laboratory testing results
- Summary of geotechnical analyses
- Foundation recommendations

Stantec will present these results in a workshop to explain the results of the analyses, options, and recommendations.

Following a 2-week review period of the draft technical memorandum, the owner will decide on their desired course of action based upon the options and recommendations. A final technical memorandum will be issued with the selected recommendations to be progressed into Detailed Design.

## **ASSUMPTIONS**

- Data from boring RWF1.0-B-5/5A (GRI, 2017) will be used for geotechnical analyses related to the emergency generator and fuel tank foundations.
- Risks to the WWTP due to lateral spreading towards the river is assumed to be entirely mitigated entirely by others and no engineering analysis or design is assumed to be necessary.
- A site-specific SHA has not been performed for the site and will be required per Oregon Building Code Section 1803.3.2.
- Shear-wave velocity data from suspension logging in boring RWF1.0-B-4 and seismic CPT data from RWF1.0-C-1, C-2, C-3, and C-8 will be used in the DSHA development.

## **DATA REQUESTS**

- Squire geotechnical report from 2000.
  - Reference: Squire Associates, 2000, Project Memorandum, Wilsonville Water Treatment Plant (WWTP), Geotechnical Analyses and Recommendations in Support of 20 Percent Design Effort; Submitted to Montgomery/Watson by Squier Associates, dated March 6, 2000.
    - Data from borings B-5 and B-7 will be relevant and useful for geotechnical analyses.

**Attachment C**  
**Preliminary Project Schedule**

Willamette River Water Treatment Plant (WRWTP) Expansion (Project #1144)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021																			
							1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter								
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1		Council Award	0 days	Mon 7/6/20	Mon 7/6/20																					
2		NTP	1 day	Mon 7/20/20	Mon 7/20/20																					
3		<b>1 - Project Management</b>	<b>325 days</b>	<b>Tue 7/21/20</b>	<b>Mon 10/18/21</b>	<b>1</b>																				
4		Plan and Execute Quality Assurance	15 days	Tue 7/21/20	Mon 8/10/20	2																				
5		Develop and submit PMP	20 days	Tue 7/21/20	Mon 8/17/20	2																				
6		Review Veolia's HSP	5 days	Tue 7/21/20	Mon 7/27/20	2																				
7		Develop Project HSP	10 days	Tue 7/21/20	Mon 8/3/20	2																				
8		Project Kick-off Meeting	1 day	Tue 8/4/20	Tue 8/4/20	2FS+2 wks																				
9		Manage Project Activities	65 wks	Tue 7/21/20	Mon 10/18/21	2																				
10		Monthly invoicing and Progress Reporting	65 wks	Tue 7/21/20	Mon 10/18/21	2																				
11		Change Management Logs	65 wks	Tue 7/21/20	Mon 10/18/21	2																				
12		Monthly Progress Meetings with the City	65 wks	Tue 7/21/20	Mon 10/18/21	2																				
13		<b>2 - Filtration Pilot Study</b>	<b>340 days</b>	<b>Mon 6/8/20</b>	<b>Fri 9/24/21</b>																					
14		NTP Pilot Test Labor	1 day	Mon 7/20/20	Mon 7/20/20	1FS+2 wks																				
15		Draft Pilot Work Plan to CITY for review	2 wks	Tue 7/21/20	Mon 8/3/20	14																				
16		Final Draft Pilot Work Plan to OHA for review	2 wks	Tue 8/4/20	Mon 8/17/20	15																				
17		Receive OHA comments and finalize Pilot Work Plan	4 wks	Tue 8/18/20	Mon 9/14/20	16																				
18		NTP Pilot Equipment	0 days	Mon 6/8/20	Mon 6/8/20																					
19		Pilot procurement and delivery to site	5 wks	Mon 6/8/20	Fri 7/10/20	18																				
20		Pilot installation, commissioning, and training	2 wks	Mon 7/13/20	Fri 7/24/20	19																				
21		Initial pilot test runs	3 wks	Mon 7/27/20	Fri 8/14/20	20																				
22		Season 1 Testing Period	5 wks	Mon 8/17/20	Fri 9/18/20	21																				
23		Interim Pilot Summary Report 1	2 wks	Mon 9/21/20	Fri 10/2/20	22																				
24		Season 2 Testing Period	5 wks	Mon 11/16/20	Fri 12/18/20	22SS+13 wks																				
25		Interim Pilot Summary Report 2	2 wks	Mon 12/21/20	Fri 1/1/21	24																				
26		Season 3 Testing Period	5 wks	Mon 1/18/21	Fri 2/19/21	24SS+9 wks																				
27		Interim Pilot Summary Report 3	2 wks	Mon 2/22/21	Fri 3/5/21	26																				
28		Season 4 Testing Period	5 wks	Mon 5/17/21	Fri 6/18/21	26SS+17 wks																				
29		Draft Pilot Report to CITY for review	4 wks	Mon 6/21/21	Fri 7/16/21	28																				

Project: WRWTP Schedule  
Date: Wed 6/10/20

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



Willamette River Water Treatment Plant (WRWTP) Expansion (Project #1144)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021																		
							1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter							
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
30		Final Draft Pilot Report to OHA for review	3 wks	Mon 7/19/21	Fri 8/6/21	29																			
31		Pilot Decommissioning and Demobilization	1 wk	Mon 6/28/21	Fri 7/2/21	28FS+1 wk																			
32		Meeting with OHA	0 days	Fri 8/27/21	Fri 8/27/21	30FS+3 wks																			
33		Finalize Pilot Report	4 wks	Mon 8/30/21	Fri 9/24/21	32																			
34		<b>3 - CM/GC Procurement Support and Coordination</b>	<b>325 days</b>	<b>Tue 7/21/20</b>	<b>Mon 10/18/21</b>																				
35		Develop CM/GC Procurement Documents	6 wks	Tue 7/21/20	Mon 8/31/20	14																			
36		Conduct CM/GC Proposal Process	5 wks	Tue 9/1/20	Mon 10/5/20	35																			
37		Conduct CM/GC Interview Process	2 wks	Tue 10/6/20	Mon 10/19/20	36																			
38		CM/GC Phase 1 Contracting Assistance	8 wks	Tue 10/20/20	Mon 12/14/20	37																			
39		<b>Partnering Workshops</b>	<b>41 days</b>	<b>Tue 12/22/20</b>	<b>Tue 2/16/21</b>																				
40		BODR Partnering Workshop	1 day	Tue 12/22/20	Tue 12/22/20	159FS+2 wks																			
41		Detailed Design Partnering Workshop	1 day	Tue 2/16/21	Tue 2/16/21	162FS+2 wks																			
42		Early Work Amendment (EWA) for Clearwell Modifications	0 days	Mon 2/8/21	Mon 2/8/21	38FS+8 wks																			
43		Construction Sequencing, Staging and Startup Planning	1 mon	Wed 12/23/20	Tue 1/19/21	40																			
44		OPCC Reconciliation 30%	2 wks	Tue 2/2/21	Mon 2/15/21	162																			
45		OPCC Reconciliation 60%	2 wks	Wed 4/14/21	Tue 4/27/21	183																			
46		OPCC Reconciliation 90%	2 wks	Wed 6/9/21	Tue 6/22/21	184																			
47		Guaranteed Maximum Price (GMP) Contracting	1 mon	Wed 6/23/21	Tue 7/20/21	46																			
48		Engineering Support During Subcontract Buyout	3 mons	Tue 7/27/21	Mon 10/18/21	185																			
49		<b>4 - Survey and Geotechnical Investigation</b>	<b>70 days</b>	<b>Tue 7/21/20</b>	<b>Mon 10/26/20</b>																				
50		Information Collection	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
51		Topographic Survey and Mapping	4 wks	Tue 8/4/20	Mon 8/31/20	50																			
52		<b>Geotechnical Investigation and Analysis</b>	<b>60 days</b>	<b>Tue 8/4/20</b>	<b>Mon 10/26/20</b>																				
53		<b>Geotechnical Field Investigation</b>	<b>30 days</b>	<b>Tue 8/4/20</b>	<b>Mon 9/14/20</b>																				
54		Subsurface Exploration Program	4 wks	Tue 8/4/20	Mon 8/31/20	50																			

Project: WRWTP Schedule  
Date: Wed 6/10/20

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Willamette River Water Treatment Plant (WRWTP) Expansion (Project #1144)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021																		
							1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter							
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
55		Laboratory Testing	2 wks	Tue 9/1/20	Mon 9/14/20	54																			
56		Geotechnical Analyses and Foundation Concepts	4 wks	Tue 9/1/20	Mon 9/28/20	54																			
57		Draft Geotechnical Report	0 days	Mon 9/28/20	Mon 9/28/20	56																			
58		Final Geotechnical Report	0 days	Mon 10/26/20	Mon 10/26/20	56FS+4 wks																			
59		<b>5 - Preliminary Design</b>	<b>151 days</b>	<b>Tue 7/21/20</b>	<b>Tue 2/16/21</b>																				
60		Information Collection	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
61		Review and Confirm Master Plan Recommendations	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
62		<b>Workshops</b>	<b>66 days</b>	<b>Thu 7/23/20</b>	<b>Thu 10/22/20</b>																				
63		Kickoff Meeting and Site Tour	1 day	Thu 7/23/20	Thu 7/23/20	2FS+2 days																			
64		OHA Coordination Strategy Workshop	1 day	Thu 7/30/20	Thu 7/30/20	63FS+4 days																			
65		Process Workshop 1	1 day	Thu 8/13/20	Thu 8/13/20	64FS+8 days																			
66		Process Workshop 2	1 day	Thu 8/27/20	Thu 8/27/20	65FS+9 days																			
67		Structural / Seismic Improvements Workshop	1 day	Thu 9/10/20	Thu 9/10/20	66FS+9 days																			
68		Electrical and Process Control Workshop	1 day	Thu 9/24/20	Thu 9/24/20	67FS+9 days																			
69		Civil / Site and Stormwater Management Workshop	1 day	Thu 10/8/20	Thu 10/8/20	68FS+9 days																			
70		Concluding Workshop	1 day	Thu 10/22/20	Thu 10/22/20	69FS+9 days																			
71		<b>Primary Disinfection Evaluation</b>	<b>25 days</b>	<b>Fri 7/24/20</b>	<b>Thu 8/27/20</b>																				
72		Prepare Primary Disinfection TM	2 wks	Fri 7/24/20	Thu 8/6/20	63																			
73		Submit Draft TM	0 days	Thu 8/6/20	Thu 8/6/20	72																			
74		Submit Final TM	3 wks	Fri 8/7/20	Thu 8/27/20	73																			
75		<b>Preliminary Alternatives Analysis</b>	<b>79 days</b>	<b>Tue 7/21/20</b>	<b>Fri 11/6/20</b>																				
76		<b>Hydraulic Assessments at 20 and 30 mgd</b>	<b>25 days</b>	<b>Fri 7/31/20</b>	<b>Thu 9/3/20</b>																				
77		Evaluation	2 wks	Fri 7/31/20	Thu 8/13/20	64																			
78		Draft TM	0 days	Thu 8/13/20	Thu 8/13/20	77																			
79		Final TM	3 wks	Fri 8/14/20	Thu 9/3/20	78																			
80		<b>Up-rating / Upgrades for the Ballasted Flocculation Process</b>	<b>60 days</b>	<b>Thu 7/30/20</b>	<b>Thu 10/22/20</b>																				
81		Review of Existing Facility	0 days	Thu 7/30/20	Thu 7/30/20	64																			
82		Summarize Performance of other Actiflo Systems	2 wks	Fri 7/31/20	Thu 8/13/20	81																			

Project: WRWTP Schedule  
Date: Wed 6/10/20

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Willamette River Water Treatment Plant (WRWTP) Expansion (Project #1144)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021																		
							1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter							
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
83		Regulatory Consensus and Demonstration Plan Preparation	1 wk	Fri 8/14/20	Thu 8/20/20	82																			
84		Meet with OHA	0 days	Thu 8/20/20	Thu 8/20/20	83																			
85		Document Required Improvements / Draft Proposed Actiflo Improvements TM	2 wks	Fri 8/21/20	Thu 9/3/20	84																			
86		OHA Coordination	0 days	Thu 9/3/20	Thu 9/3/20	85																			
87		Full Scale Demonstration Testing (Optional)	5 wks	Mon 9/7/20	Fri 10/9/20	85FS+1 day																			
88		Final Proposed Actiflo Improvements TM	7 wks	Fri 9/4/20	Thu 10/22/20	85																			
89		<b>5.5.3 Ozone Upgrade and Modernization</b>	<b>79 days</b>	<b>Tue 7/21/20</b>	<b>Fri 11/6/20</b>																				
90		<b>5.5.3.1 Evaluation of Existing Ozone System</b>	<b>38 days</b>	<b>Tue 7/21/20</b>	<b>Thu 9/10/20</b>																				
91		Treatment Performance Data Analysis	4 wks	Tue 7/21/20	Mon 8/17/20	2																			
92		Summary of Staff Interviews	4 wks	Tue 7/21/20	Mon 8/17/20	2																			
93		Process and Equipment Assessment	4 wks	Tue 7/21/20	Mon 8/17/20	2																			
94		Draft TM	2 wks	Fri 7/31/20	Thu 8/13/20	65FF																			
95		Final TM	1 mon	Fri 8/14/20	Thu 9/10/20	94																			
96		<b>5.5.3.2 Evaluation of System Improvements</b>	<b>30 days</b>	<b>Fri 8/14/20</b>	<b>Thu 9/24/20</b>																				
97		Ozone System Alternative Evaluations	2 wks	Fri 8/14/20	Thu 8/27/20	94																			
98		Draft TM	2 wks	Fri 8/28/20	Thu 9/10/20	97																			
99		Final TM	2 wks	Fri 9/11/20	Thu 9/24/20	98																			
100		<b>5.5.3.3 Ozone Tracer Study (Optional)</b>	<b>79 days</b>	<b>Tue 7/21/20</b>	<b>Fri 11/6/20</b>																				
101		Develop Tracer Test Protocol	6 wks	Tue 7/21/20	Mon 8/31/20	2																			
102		Conduct Tracer Test	1 day	Fri 10/9/20	Fri 10/9/20	87FF																			
103		Summary of Tracer Test Results	1 mon	Mon 10/12/20	Fri 11/6/20	102																			

Project: WRWTP Schedule Date: Wed 6/10/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Willamette River Water Treatment Plant (WRWTP) Expansion (Project #1144)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021																		
							1st Quarter	2nd Quarter	3rd Quarter	4th Quarter															
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
104		Optional Task: CFD Modeling	4 wks	Fri 8/28/20	Thu 9/24/20	97																			
105		<b>5.5.4 Filtration</b>	<b>48 days</b>	<b>Tue 7/21/20</b>	<b>Thu 9/24/20</b>																				
106		Evaluation	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
107		Draft TM	3 wks	Fri 8/7/20	Thu 8/27/20	66FF																			
108		Final TM	4 wks	Fri 8/28/20	Thu 9/24/20	107																			
109		<b>5.5.5 Raw and Finished Water Pumping</b>	<b>48 days</b>	<b>Tue 7/21/20</b>	<b>Thu 9/24/20</b>																				
110		Evaluation	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
111		Draft TM	3 wks	Fri 8/7/20	Thu 8/27/20	66FF																			
112		Final TM	4 wks	Fri 8/28/20	Thu 9/24/20	107																			
113		<b>5.5.6 Clearwell Modifications</b>	<b>50 days</b>	<b>Tue 7/21/20</b>	<b>Mon 9/28/20</b>																				
114		Preliminary Inspection of Clearwell	5 wks	Tue 7/21/20	Mon 8/24/20	2																			
115		Baffle Material Evaluation	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
116		Develop CFD Modeling	8 wks	Tue 7/21/20	Mon 9/14/20	2																			
117		Draft TM	4 wks	Tue 8/18/20	Mon 9/14/20	116FF																			
118		Final TM	2 wks	Tue 9/15/20	Mon 9/28/20	117																			
119		<b>5.5.7 Residuals Handling</b>	<b>48 days</b>	<b>Tue 7/21/20</b>	<b>Thu 9/24/20</b>																				
120		Evaluation	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
121		Draft TM	3 wks	Fri 8/7/20	Thu 8/27/20	66FF																			
122		Final TM	4 wks	Fri 8/28/20	Thu 9/24/20	107																			
123		<b>5.5.8 Chemical Storage and Metering</b>	<b>48 days</b>	<b>Tue 7/21/20</b>	<b>Thu 9/24/20</b>																				
124		Evaluation	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
125		Draft TM	3 wks	Fri 8/7/20	Thu 8/27/20	66FF																			
126		Final TM	4 wks	Fri 8/28/20	Thu 9/24/20	107																			
127		<b>5.5.9 Process Control and SCADA</b>	<b>68 days</b>	<b>Tue 7/21/20</b>	<b>Thu 10/22/20</b>																				
128		Evaluation	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
129		Draft TM	3 wks	Fri 9/4/20	Thu 9/24/20	68FF																			
130		Final TM	4 wks	Fri 9/25/20	Thu 10/22/20	129																			
131		<b>5.5.10 Electrical Power Systems</b>	<b>68 days</b>	<b>Tue 7/21/20</b>	<b>Thu 10/22/20</b>																				
132		Evaluation	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
133		Draft TM	3 wks	Fri 9/4/20	Thu 9/24/20	68FF																			
134		Final TM	4 wks	Fri 9/25/20	Thu 10/22/20	133																			

Project: WRWTP Schedule  
Date: Wed 6/10/20

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Willamette River Water Treatment Plant (WRWTP) Expansion (Project #1144)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021																		
							1st Quarter	2nd Quarter	3rd Quarter	4th Quarter															
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
135		<b>5.5.11 Structural Investigation of Existing Facilities, Alternatives Analysis, and Foundation Concepts</b>	<b>58 days</b>	<b>Tue 7/21/20</b>	<b>Thu 10/8/20</b>																				
136		Evaluation	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
137		Draft TM	3 wks	Fri 8/21/20	Thu 9/10/20	67FF																			
138		Final TM	4 wks	Fri 9/11/20	Thu 10/8/20	137																			
139		<b>5.5.12 Architectural Considerations and Guidelines</b>	<b>68 days</b>	<b>Tue 7/21/20</b>	<b>Thu 10/22/20</b>																				
140		Evaluation	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
141		Draft TM	3 wks	Fri 9/4/20	Thu 9/24/20	68FF																			
142		Final TM	4 wks	Fri 9/25/20	Thu 10/22/20	141																			
143		<b>5.5.13 Building Mechanical</b>	<b>78 days</b>	<b>Tue 7/21/20</b>	<b>Thu 11/5/20</b>																				
144		Evaluation	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
145		Draft TM	3 wks	Fri 9/18/20	Thu 10/8/20	69FF																			
146		Final TM	4 wks	Fri 10/9/20	Thu 11/5/20	145																			
147		<b>5.5.14 Site / Civil Design and Stormwater Management</b>	<b>78 days</b>	<b>Tue 7/21/20</b>	<b>Thu 11/5/20</b>																				
148		Evaluation	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
149		Draft TM	3 wks	Fri 9/18/20	Thu 10/8/20	69FF																			
150		Final TM	4 wks	Fri 10/9/20	Thu 11/5/20	149																			
151		<b>5.5.15 Maintenance of Plant Operations</b>	<b>78 days</b>	<b>Tue 7/21/20</b>	<b>Thu 11/5/20</b>																				
152		Review WWSP RWF Project, Schedule, and Shutdowns	2 wks	Tue 7/21/20	Mon 8/3/20	2																			
153		Contingency Planning for WWSP Shutdowns	2 wks	Fri 7/31/20	Thu 8/13/20	65FF																			
154		Preliminary Construction Sequence	2 mons	Fri 8/14/20	Thu 10/8/20	153																			
155		Draft TM	2 wks	Fri 10/9/20	Thu 10/22/20	154																			
156		Final TM	2 wks	Fri 10/23/20	Thu 11/5/20	155																			
157		<b>5.6 Basis of Design Report</b>	<b>100 days</b>	<b>Tue 7/21/20</b>	<b>Mon 12/7/20</b>																				
158		Draft Report	4 mons	Tue 7/21/20	Mon 11/9/20	2																			
159		Final Report	1 mon	Tue 11/10/20	Mon 12/7/20	158																			

Project: WRWTP Schedule  
Date: Wed 6/10/20

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Willamette River Water Treatment Plant (WRWTP) Expansion (Project #1144)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021																							
							1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter									
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov					
160		Opinion of Probable Construction Cost	1 mon	Tue 11/10/20	Mon 12/7/20	158																								
161		<b>5.7 30% Design</b>	<b>51 days</b>	<b>Tue 12/8/20</b>	<b>Tue 2/16/21</b>																									
162		30% Design Drawings and Specifications Outline	8 wks	Tue 12/8/20	Mon 2/1/21	159																								
163		Opinion of Probable Construction Cost	2 wks	Tue 1/19/21	Mon 2/1/21	162FF																								
164		Design Review Workshop	1 day	Tue 2/16/21	Tue 2/16/21	163FS+2 wks																								
165		<b>6 - Detailed Design</b>	<b>235 days</b>	<b>Tue 9/29/20</b>	<b>Mon 8/23/21</b>																									
166		<b>Clearwell Modifications</b>	<b>196 days</b>	<b>Tue 9/29/20</b>	<b>Tue 6/29/21</b>																									
167		Clearwell Design Review Workshops	1 day	Tue 9/29/20	Tue 9/29/20	118																								
168		<b>Clearwell Final Design</b>	<b>90 days</b>	<b>Wed 9/30/20</b>	<b>Tue 2/2/21</b>																									
169		60% Design	6 wks	Wed 9/30/20	Tue 11/10/20	167																								
170		90% Design	6 wks	Wed 11/11/20	Tue 12/22/20	169																								
171		100% Design	6 wks	Wed 12/23/20	Tue 2/2/21	170																								
172		Clearwell Permitting Assistance	2 wks	Wed 2/3/21	Tue 2/16/21	171																								
173		<b>Clearwell Engineering Services During Construction</b>	<b>80 days</b>	<b>Tue 2/9/21</b>	<b>Mon 5/31/21</b>																									
174		Pre-construction Meeting	1 day	Wed 3/10/21	Wed 3/10/21	172FS+3 wks																								
175		Shop Drawings and Submittals	2 mons	Tue 2/9/21	Mon 4/5/21	42																								
176		Document Clarifications and RFI Responses	4 mons	Tue 2/9/21	Mon 5/31/21	42																								
177		Construction Progress Meetings	4 mons	Tue 2/9/21	Mon 5/31/21	42																								
178		Record Drawings	1 mon	Tue 5/4/21	Mon 5/31/21	176FF																								
179		<b>Preliminary Clearwell Tracer Study (Optional)</b>	<b>95 days</b>	<b>Wed 2/17/21</b>	<b>Tue 6/29/21</b>																									
180		Develop Clearwell Tracer Test Protocol	4 wks	Wed 2/17/21	Tue 3/16/21	172																								
181		Conduct Clearwell Tracer Test	1 day	Tue 6/1/21	Tue 6/1/21	178																								
182		Summary of Tracer Test Results	4 wks	Wed 6/2/21	Tue 6/29/21	181																								
183		60% Design of WRWTP Expansion	2 mons	Wed 2/17/21	Tue 4/13/21	164																								
184		90% Design of WRWTP Expansion	2 mons	Wed 4/14/21	Tue 6/8/21	183																								
185		100% Design	6 wks	Tue 6/15/21	Mon 7/26/21	184																								

Project: WRWTP Schedule Date: Wed 6/10/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Willamette River Water Treatment Plant (WRWTP) Expansion (Project #1144)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021																		
							1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter							
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
186		Opinions of Probable Construction Cost 60%	2 wks	Wed 3/31/21	Tue 4/13/21	183FF																			
187		Opinions of Probable Construction Cost 90%	2 wks	Wed 5/26/21	Tue 6/8/21	184FF																			
188		Design Review Workshop 60%	1 day	Wed 4/28/21	Wed 4/28/21	183FS+2 wks																			
189		Design Review Workshop 90%	1 day	Wed 6/23/21	Wed 6/23/21	184FS+2 wks																			
190		Conformed Documents	4 wks	Tue 7/27/21	Mon 8/23/21	185																			
191		<b>7 - Permitting Assistance</b>	<b>285 days</b>	<b>Tue 7/21/20</b>	<b>Mon 8/23/21</b>																				
192		Prepare a Permitting Plan	4 wks	Tue 7/21/20	Mon 8/17/20	2																			
193		Meeting with Public Agencies	52 wks	Tue 8/18/20	Mon 8/16/21	192																			
194		Establish Permitting Requirements	4 wks	Tue 8/18/20	Mon 9/14/20	192																			
195		Design Review	6 wks	Wed 6/9/21	Tue 7/20/21	184																			
196		Tualatin Valley Fire and Rescue (TVF&R) Coordination	1 day	Wed 6/9/21	Wed 6/9/21	184																			
197		Oregon Health Authority Coordination	6 wks	Wed 6/9/21	Tue 7/20/21	184																			
198		Oregon Department of Environmental Quality Coordination	1 day	Wed 6/9/21	Wed 6/9/21	184																			
199		Building Permit	4 wks	Tue 7/27/21	Mon 8/23/21	185																			
200		Public Outreach and Community Involvement	52 wks	Tue 8/18/20	Mon 8/16/21	192																			
201		Optional Task: Conditional Use Permit Application	6 mons	Tue 9/15/20	Mon 3/1/21	194																			
202		<b>8 - Engineering Services During Construction</b>	<b>40 days</b>	<b>Tue 6/1/21</b>	<b>Mon 7/26/21</b>																				
203		Develop Contract Amendment	8 wks	Tue 6/1/21	Mon 7/26/21	185FF																			

Project: WRWTP Schedule Date: Wed 6/10/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

**Attachment D**  
**Fee Summary and Breakdown by Task**





## SUMMARY REPORT

<b>Project Company</b>	Stantec US Business Group
<b>Project Currency</b>	US Dollar
<b>Project Type</b>	Time & Material
<b>Project Number</b>	
<b>Project Name</b>	WRWTP Expansion
<b>Client Name</b>	City of Wilsonville OR
<b>Business Centre</b>	2002
<b>Project Manager</b>	Bryan Black
<b>Project Technical Lead</b>	Peter Kreft

Project Summary	Total Fee
Labour	\$2,466,149
Expense	\$51,386
Sub-Contractor	\$1,290,311
<b>Total</b>	<b>\$3,807,846</b>

Planned Start Date	Planned End Date
16-Jun-20 (Tue)	30-Jul-21 (Fri)

Name	Role	Billing Rate	Hours	Sub-Total Fee
Wilcox, Craig	RC 19, Structural QC	\$248	46	\$11,408
Lin, Fangbiao	RC 18, Hydraulics Lead	\$239	102	\$24,378
Bromley, Charles	RC 17, Process QC	\$232	249	\$57,768
Hawkins, Bill	RC 17, Construction Specialist	\$232	153	\$35,496
Minnick, Eugene	RC 17, Architectural QC	\$232	40	\$9,280
Rollins, Gregory	RC 17, Geotech QC	\$232	10	\$2,320
Talley, Dick	RC 17, Principal-in-Charge	\$232	33	\$7,656
Wilcoxson, David	RC 17, Instrumentation/Control QC	\$232	72	\$16,704
Black, Bryan	RC 16, Project Manager	\$225	803	\$180,675
Kreft, Peter	RC 16, Project Technical Lead	\$225	366	\$82,350
Palmer, David	RC 16, Structural Lead	\$225	282	\$63,450
Young, Chuck	RC 16, Architectural Lead	\$225	52	\$11,700
Zavala, Tomas	RC 16, Cost Estimator	\$225	292	\$65,700
Eder, Aaron	RC 15, Civil Lead	\$204	134	\$27,336
Savvas, Savvas	RC 15, Building Mechanical Lead	\$204	27	\$5,508
Bartels, Justin	RC 14, Hydraulics QC	\$192	8	\$1,536
Nguyen, Tri	RC 14, CADD Drafting	\$192	820	\$157,440
Papp, Joshua	RC 14, Electrical QC	\$192	72	\$13,824
Perkins, Matthew	RC 14, Structural Engineer	\$192	797	\$153,024
Weber, Christine	RC 14, Geo. Seismic Specialist	\$192	48	\$9,216
Bruce, Eric	RC 13, Pilot Equipment Tech	\$183	32	\$5,856
Li, Stella	RC 13, I&C Engineer	\$183	1014	\$185,562
Marr, Robert	RC 13, CADD Manager	\$183	208	\$38,064
Odell, Adam	RC 13, Process Mechanical Lead	\$183	822	\$150,426
Radford, Scott	RC 13, Landscape Architect	\$183	83	\$15,189
Worthen, John	RC 13, Geotech Lead	\$183	52	\$9,516
Kitts, Christopher	RC 12, CADD Designer / Drafter	\$174	771	\$134,154
Navarro, Elizabeth	RC 12, Architectural Designer	\$174	316	\$54,984
Nishihara, Andrew	RC 12, Process Engineer	\$174	513	\$89,262
Peters, Michelle	RC 12, Process Mech. Engineer	\$174	1559	\$271,266
Gao, Haiwen	RC 10, CFD Modeling	\$154	184	\$28,336
Guthrie, Gayle	RC 10, Geotech in Training	\$154	107	\$16,478
McGinn, Rachel	RC 10, Administrative Assistant	\$154	366	\$56,364
Messologitis, Kat	RC 10, Process Mechanical EIT	\$154	1361	\$209,594
Spiro, Jeffrey	RC 10, Structural Designer	\$154	520	\$80,080
Thomson, Sean	RC 10, Civil Engineer	\$154	464	\$71,456
Johnson, Andrew	RC 9, Civil / Mechanical Designer	\$149	614	\$91,486
Haffenreffer, Zac	RC 8, Geotechnical Field Tech	\$143	149	\$21,307
			<b>13541</b>	<b>\$2,466,149</b>

Expense	Billing Rate	Units	Sub-Total Fee
Mileage (site visits or meetings)	\$0.575	7360	\$4,232
Geotech Expenses (drilling, laboratory)	\$1.05	9000	\$9,450
Travel	\$1.05	17104	\$17,959
Printing	\$1.05	6100	\$6,405
Shipping	\$1.05	3200	\$3,360
Materials	\$1.05	7200	\$7,560
Laboratory (Water)	\$1.05	2305	\$2,420
			<b>\$51,386</b>

Sub-Contractor	Hours	Billing Rate	Units	Sub-Total Fee
CDM (Ozone)	2188	\$1.05	447650	\$470,033
HDR (Electrical, Bldg Mech)	3402	\$1.05	624513	\$655,739
PEI (Controls)	770	\$1.05	113600	\$119,280
Angelo (Planning)	274	\$1.05	15546	\$16,323
OTAK (survey)	279	\$1.05	27558	\$28,936
				<b>\$1,290,311</b>

### FEE ESTIMATE - WRWTP Expansion, City of Wilsonville



Name	Resource Category 19	Resource Category 18	Resource Category 17	Resource Category 16	Resource Category 15	Resource Category 14	Resource Category 13	Resource Category 12	Resource Category 10	Resource Category 9	Resource Category 8	Mileage	Geotech Expenses	Other Direct Costs	CDM (Ozone)	HDR (Electrical, Bldg Mech)	PEI (Controls)	Argenio (Planning)	OTAK (Survey)	Project Summary				
	Project Billing Rate	\$248	\$239	\$232	\$225	\$204	\$192	\$183	\$174	\$154	\$149	\$143	\$0.575	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	Labour	Expense	Sub-Contractor	Total
Total Units	46	102	557	1795	161	1745	2211	3159	3002	614	149	7360	9000	35909	447650	624513	113600	15546	27558	Time and Material	\$2,466,149	\$51,386	\$1,290,311	\$3,807,846
Fee	\$11,408	\$24,378	\$129,224	\$403,875	\$32,844	\$335,040	\$404,613	\$549,666	\$462,308	\$91,486	\$21,307	\$4,232	\$9,450	\$37,704.45	\$470,032.50	\$655,738.65	\$119,280	\$16,323.30	\$28,935.90	Total	\$2,466,149	\$51,386	\$1,290,311	\$3,807,846

WBS Code	Task Name	Units	Total Hours	Labour	Expense	Sub-Contractor	Total
<b>1</b>	<b>Project Management</b>		<b>1066</b>	<b>\$201,162</b>	<b>\$5,143</b>	<b>\$0</b>	<b>\$206,305</b>
1.1	Execute Sub Agrmnts - Proj Financial Set Up	10	70	\$11,490	\$242	\$0	\$11,732
1.2	Quality Assurance	16	80	\$14,764	\$310	\$0	\$15,074
1.3	Project Management Plan	8	62	\$11,090	\$233	\$0	\$11,323
1.4	Health and Safety Plan		22	\$3,952	\$83	\$0	\$4,035
1.4.1	Review Veolia HASP	2	8	\$1,494	\$0	\$0	\$1,494
1.4.2	Develop Project HASP	2	10	\$1,842	\$0	\$0	\$1,842
1.5	Project Schedule		86	\$16,508	\$347	\$0	\$16,855
1.5.1	Develop Project Schedule	12	30	\$5,708	\$0	\$0	\$5,708
1.5.2	Update Project Schedule	24	56	\$10,800	\$0	\$0	\$10,800
1.6	Project Management		516	\$100,680	\$2,574	\$0	\$103,254
1.6.1	Client and Subconsultant Coordination	96	240	\$46,128	\$0	\$0	\$46,128
1.6.2	Meetings	96	204	\$40,584	\$460	\$0	\$41,044
1.6.3	Update Project Decision Log	24	72	\$13,968	\$0	\$0	\$13,968
1.7	Invoices	18	108	\$18,324	\$384	\$0	\$18,708
1.8	Change Management	12	28	\$5,404	\$113	\$0	\$5,517
1.9	Progress Meetings	48	72	\$14,976	\$775	\$0	\$15,751
1.10	Project Closeout	6	22	\$3,974	\$83	\$0	\$4,057
<b>2</b>	<b>Filtration Pilot Study</b>		<b>666</b>	<b>\$114,836</b>	<b>\$1,615</b>	<b>\$0</b>	<b>\$116,451</b>
2.1	Pilot Filter Rate Study		356	\$60,518	\$230	\$0	\$60,748
2.1.1	Pilot Start-up/Shakedown, Decommissioning and Demobilization	21	167	\$28,377	\$230	\$0	\$28,607
2.1.2	Data Collection and Analysis	4	94	\$15,800	\$0	\$0	\$15,800
2.1.3	Interim Pilot Reports	6	95	\$16,341	\$0	\$0	\$16,341
2.2	Pilot Operation		66	\$12,330	\$493	\$0	\$12,823
2.2.1	Weekly Operation Coordination Meetings	26	66	\$12,330	\$493	\$0	\$12,823
2.3	Pilot Summary Report		172	\$29,056	\$630	\$0	\$29,686
2.3.1	Draft Pilot Summary Report	6	123	\$20,813	\$315	\$0	\$21,128
2.3.2	Final Pilot Summary Report	7	49	\$8,243	\$315	\$0	\$8,558
2.4	Meetings		72	\$12,932	\$263	\$0	\$13,195
2.4.1	Internal Meetings		32	\$5,738	\$126	\$0	\$5,864
2.4.1.1	Interim Report Review 1	2	6	\$1,086	\$32	\$0	\$1,118
2.4.1.2	Interim Report Review 2	2	6	\$1,086	\$32	\$0	\$1,118
2.4.1.3	Interim Report Review 3	2	6	\$1,086	\$32	\$0	\$1,118
2.4.1.4	Pilot Summary Report Review	4	14	\$2,480	\$32	\$0	\$2,512
2.4.2	Monthly Progress Status Meetings	4	14	\$2,440	\$32	\$0	\$2,472
2.4.3	OHA Coordination Meeting		26	\$4,754	\$105	\$0	\$4,859
2.4.3.1	Present Pilot Summary Report	5	12	\$2,223	\$53	\$0	\$2,276
2.4.3.2	Resolve Comments on Pilot Summary Report	5	14	\$2,531	\$53	\$0	\$2,584
<b>3</b>	<b>CM/GC Procurement Support and Coordination</b>		<b>443</b>	<b>\$93,003</b>	<b>\$2,139</b>	<b>\$0</b>	<b>\$95,142</b>
3.1	Develop CM/GC Procurement Documents		69	\$15,606	\$328	\$0	\$15,934
3.1.1	RFP Examples	1	3	\$682	\$0	\$0	\$682
3.1.2	Advise CITY as requested	40	46	\$10,630	\$0	\$0	\$10,630
3.1.3	Selection Criteria	4	5	\$1,153	\$0	\$0	\$1,153
3.1.4	Example Div 1 Specifications	1	3	\$682	\$0	\$0	\$682
3.1.5	Develop Project Description	1	6	\$1,153	\$0	\$0	\$1,153
3.1.6	Develop Project Schedule	1	6	\$1,306	\$0	\$0	\$1,306
3.2	Conduct CM/GC Proposal Process		79	\$17,777	\$420	\$0	\$18,197
3.2.1	CM/GC Proposal Questions	4	10	\$2,278	\$0	\$0	\$2,278
3.2.2	Prepare Addenda	6	12	\$2,742	\$0	\$0	\$2,742
3.2.3	Develop Pre-proposal Presentation	1	13	\$2,626	\$0	\$0	\$2,626
3.2.4	Pre-proposal Meeting	1	4	\$907	\$46	\$0	\$953
3.2.5	Review Proposals	32	40	\$9,224	\$0	\$0	\$9,224
3.3	Conduct CM/GC Interview Process		32	\$7,333	\$200	\$0	\$7,533
3.3.1	Interview Format Recommendations	6	8	\$1,842	\$0	\$0	\$1,842
3.3.2	Prepare Interview Questions	4	6	\$1,378	\$0	\$0	\$1,378
3.3.3	Attend Interview	6	12	\$2,742	\$46	\$0	\$2,788
3.3.4	Provide Input to Selection Committee	3	6	\$1,371	\$0	\$0	\$1,371
3.4	CM/GC Contracting Assistance		14	\$3,220	\$68	\$0	\$3,288

# FEE ESTIMATE - WRWTP Expansion, City of Wilsonville



Name	Resource Category 19	Resource Category 18	Resource Category 17	Resource Category 16	Resource Category 15	Resource Category 14	Resource Category 13	Resource Category 12	Resource Category 10	Resource Category 9	Resource Category 8	Mileage	Geotech Expenses	Other Direct Costs	CDM (Ozone)	HDR (Electrical, Bldg. Mech)	PEI (Controls)	Argelo (Planning)	OTAK (Survey)	Project Summary				
	Project Billing Rate	\$248	\$239	\$232	\$225	\$204	\$192	\$183	\$174	\$154	\$149	\$143	\$0.575	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	Fixed Fee	Labour	Expense	Sub-Contractor
Total Units	46	102	557	1795	161	1745	2211	3159	3002	614	149	7360	9000	35909	447650	624513	113600	15546	27558	Time and Material	\$2,466,149	\$51,386	\$1,290,311	\$3,807,846
Fee	\$11,408	\$24,378	\$129,224	\$403,875	\$32,844	\$335,040	\$404,613	\$549,666	\$462,308	\$91,486	\$21,307	\$4,232	\$9,450	\$37,704.45	\$470,032.50	\$655,738.65	\$119,280	\$16,323.30	\$28,935.90	Total	\$2,466,149	\$51,386	\$1,290,311	\$3,807,846

WBS Code	Task Name	Units	Total Hours	Labour	Expense	Sub-Contractor	Total
3.4.1	Review CM/GC Scope of Work	4 1	5	\$1,153	\$0	\$0	\$1,153
3.4.2	Review CM/GC Budget	4 1	5	\$1,153	\$0	\$0	\$1,153
3.4.3	Review Bond and Insurance Documentation	1 1	2	\$457	\$0	\$0	\$457
3.4.4	Award Recommendation	1 1	2	\$457	\$0	\$0	\$457
3.5	Partnering Workshops		48	\$8,976	\$281	\$0	\$9,257
3.5.1	BODR Partnering Workshop	4 4 4 12	24	\$4,488	\$46	\$0	\$4,534
3.5.2	Detailed Design Partnering Workshop	4 4 4 12	24	\$4,488	\$46	\$0	\$4,534
3.6	Early Work Amendment - Clearwell Mods		5	\$1,153	\$24	\$0	\$1,177
3.6.1	Review Draft EWA	4 1	5	\$1,153	\$0	\$0	\$1,153
3.7	Construction Sequencing, Staging, Startup Planning		60	\$12,068	\$254	\$0	\$12,322
3.7.1	Provide Preliminary Construction Sequencing Concepts to CM/GC	4 12 8 8	32	\$6,484	\$0	\$0	\$6,484
3.7.2	Provide Conceptual Startup and Testing Plan to CM/GC	4 8 8 8	28	\$5,584	\$0	\$0	\$5,584
3.8	Guaranteed Maximum Price Contracting		32	\$6,512	\$137	\$0	\$6,649
3.8.1	Review GMP Amendment	8 8 8 8	32	\$6,512	\$0	\$0	\$6,512
3.9	Engineering Support During Subcontract Buyout		104	\$20,358	\$427	\$0	\$20,785
3.9.1	Equipment Prequal	6 6 6 6	18	\$3,492	\$0	\$0	\$3,492
3.9.2	Subcontractor Prequal	6 6 6 6	6	\$1,392	\$0	\$0	\$1,392
3.9.3	Answer Bidders Questions	2 6 8 8	24	\$4,670	\$0	\$0	\$4,670
3.9.4	Issue Design Clarifications	6 6 16 8	30	\$5,670	\$0	\$0	\$5,670
3.9.5	CM/GC Bidding Assistance	4 6 8 8	26	\$5,134	\$0	\$0	\$5,134
<b>4</b>	<b>Survey and Geotechnical Investigation</b>		<b>364</b>	<b>\$59,970</b>	<b>\$10,802</b>	<b>\$28,936</b>	<b>\$99,708</b>
4.1	Information Collection	1 1	2	\$457	\$9	\$0	\$466
4.2	Survey and Mapping	1 1	2	\$457	\$9	\$28,936	\$29,402
4.3	Geotechnical Investigation and Analysis		360	\$59,056	\$10,783	\$0	\$69,839
4.3.1	Field Investigation	3 1 4 4	40	\$6,229	\$4,423	\$0	\$10,652
4.3.2	Geotechnical Analysis	5 1 48 20 100 58 5000 760	232	\$37,955	\$6,048	\$0	\$44,003
4.3.3	Geotechnical Report	4 5 1 16 12 7 43 297	88	\$14,872	\$312	\$0	\$15,184
<b>5</b>	<b>Preliminary Design</b>		<b>4520</b>	<b>\$830,358</b>	<b>\$18,663</b>	<b>\$526,362</b>	<b>\$1,375,383</b>
5.1	Information Collection	4 4 8 8	24	\$4,256	\$89	\$0	\$4,345
5.2	Review and Confirm Master Plan	4 4 8 8	24	\$4,256	\$89	\$0	\$4,345
5.3	Workshops		254	\$47,468	\$1,870	\$15,580	\$64,918
5.3.1	Kickoff Meeting and Site Tour	8 8 4 12 8 8	40	\$7,388	\$293	\$8,096	\$15,777
5.3.2	OHA Coordination Strategy Workshop	8 8 8 4	20	\$3,808	\$195	\$0	\$4,003
5.3.3	Process Workshop 1	12 12 8 8	32	\$6,020	\$241	\$0	\$6,261
5.3.4	Process Workshop 2	12 12 4 12 8	36	\$6,752	\$257	\$0	\$7,009
5.3.5	Structural/Seismic Improvements Workshop	8 8 16 6 16 200 192	54	\$9,596	\$317	\$0	\$9,913
5.3.6	Electrical and Process Control Workshop	4 4 6 6	10	\$1,944	\$87	\$7,484	\$9,515
5.3.7	Civil/Site/Stormwater Mgmt Workshop	8 8 8 6 200 119	30	\$5,940	\$240	\$0	\$6,180
5.3.8	Concluding Workshop 1	12 12 8 8 200 120	32	\$6,020	\$241	\$0	\$6,261
5.4	Primary Disinfection TM		88	\$16,654	\$350	\$0	\$17,004
5.4.1	Primary Disinfection Evaluation	12 16 8	36	\$6,716	\$141	\$0	\$6,857
5.4.2	Primary Disinfection TM		52	\$9,938	\$209	\$0	\$10,147
5.4.2.1	Draft TM	8 6 16 8	38	\$7,222	\$0	\$0	\$7,222
5.4.2.2	Final TM	2 4 6 2	14	\$2,716	\$0	\$0	\$2,716
5.5	Preliminary Alternatives Analysis		2065	\$381,863	\$8,267	\$274,212	\$664,342
5.5.1	Hydraulic Assessments		108	\$20,360	\$428	\$0	\$20,788
5.5.1.1	Hydraulic Calculations	8 32	40	\$7,424	\$156	\$0	\$7,580
5.5.1.2	Hydraulics TM		68	\$12,936	\$272	\$0	\$13,208
5.5.1.2.1	Draft TM	8 4 32	44	\$8,324	\$0	\$0	\$8,324
5.5.1.2.2	Final TM	4 4 16	24	\$4,612	\$0	\$0	\$4,612
5.5.2	Actiflo Upgrading		306	\$54,080	\$1,274	\$0	\$55,354
5.5.2.1	Actiflo Evaluation		306	\$54,080	\$1,274	\$0	\$55,354
5.5.2.1.1	Review Existing Facility	4 4 8 16	32	\$5,684	\$0	\$0	\$5,684
5.5.2.1.2	Review Other Facilities	4 4 8 16	32	\$5,684	\$0	\$0	\$5,684
5.5.2.1.3	Regulatory Consensus/Work Plan	4 8 8 32	52	\$9,048	\$0	\$0	\$9,048
5.5.2.1.3.1	Initial Meeting	4 4 4 16	28	\$4,988	\$69	\$0	\$5,057
5.5.2.1.3.2	Meeting with OHA	8 8 4 4 120	20	\$3,808	\$69	\$0	\$3,877



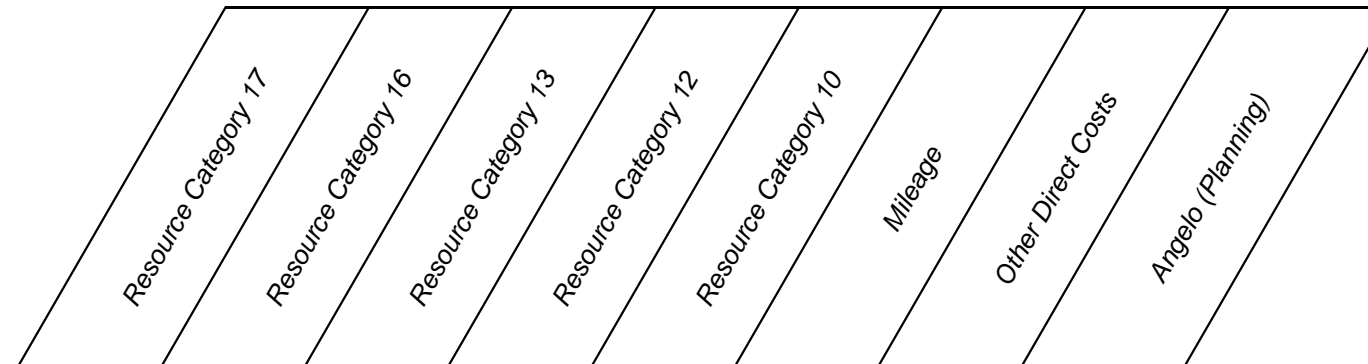
# FEE ESTIMATE - WRWTP Expansion, City of Wilsonville



Name	Resource Category 19	Resource Category 18	Resource Category 17	Resource Category 16	Resource Category 15	Resource Category 14	Resource Category 13	Resource Category 12	Resource Category 10	Resource Category 9	Resource Category 8	Mileage	Geotech Expenses	Other Direct Costs	CDM (Ozone)	HDR (Electrical, Bldg Mech)	PEI (Controls)	Angelo (Planning)	OTAK (Survey)	Project Summary				
	Project Billing Rate	\$248	\$239	\$232	\$225	\$204	\$192	\$183	\$174	\$154	\$149	\$143	\$0.575	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	Labour	Expense	Sub-Contractor	Total
Total Units	46	102	557	1795	161	1745	2211	3159	3002	614	149	7360	9000	35909	447650	624513	113600	15546	27558	Time and Material	\$2,466,149	\$51,386	\$1,290,311	\$3,807,846
Fee	\$11,408	\$24,378	\$129,224	\$403,875	\$32,844	\$335,040	\$404,613	\$549,666	\$462,308	\$91,486	\$21,307	\$4,232	\$9,450	\$37,704.45	\$470,032.50	\$655,738.65	\$119,280	\$16,323.30	\$28,935.90	Total	\$2,466,149	\$51,386	\$1,290,311	\$3,807,846

WBS Code	Task Name	Units	Total Hours	Labour	Expense	Sub-Contractor	Total
5.5.11.1	Review of 2017 Master Plan	4	16	\$0	\$0	\$0	\$20,126
5.5.11.2	Analysis and TM	4	32	\$0	\$0	\$0	\$31,406
5.5.12	Architectural Guidelines						\$13,554
5.5.12.1	Bldg Programming Meeting		6	\$0	\$0	\$0	\$2,394
5.5.12.2	Draft TM	4	6	\$0	\$0	\$0	\$8,194
5.5.12.3	Final TM	2	3	\$0	\$0	\$0	\$2,705
5.5.13	Building Mechanical						\$11,917
5.5.13.1	Evaluation		4	\$0	\$0	\$0	\$4,746
5.5.13.2	Draft TM		2	\$0	\$0	\$0	\$4,764
5.5.13.3	Final TM		1	\$0	\$0	\$0	\$2,382
5.5.14	Site/Civil and Stormwater Mgmt						\$20,196
5.5.14.1	Site Plan		2	\$0	\$0	\$0	\$2,264
5.5.14.2	Stormwater Management Plan		4	\$0	\$0	\$0	\$7,090
5.5.14.3	Draft TM		4	\$0	\$0	\$0	\$6,358
5.5.14.4	Final TM		4	\$0	\$0	\$0	\$4,068
5.5.15	Maintenance of Plant Operations						\$30,602
5.5.15.1	Review WWSP RWF Project		8	\$0	\$0	\$0	\$5,889
5.5.15.2	Contingency Planning for WWSP Shutdowns		8	\$0	\$0	\$0	\$8,514
5.5.15.3	Preliminary Construction Sequence		8	\$0	\$0	\$0	\$5,889
5.5.15.4	Draft TM		8	\$0	\$0	\$0	\$5,364
5.5.15.5	Final TM		8	\$0	\$0	\$0	\$4,419
5.6	Basis of Design Report						\$57,849
5.6.1	Draft Report		2	\$0	\$0	\$0	\$39,973
5.6.2	Final Report		6	\$0	\$0	\$0	\$16,792
5.7	WRWTP Expansion 30% Design						\$562,580
5.7.1	30% Drawings and Specs		6	\$0	\$0	\$0	\$524,179
5.7.2	OPCC		2	\$0	\$0	\$0	\$13,854
5.7.3	Design Review Workshop		4	\$0	\$0	\$0	\$17,771
<b>6</b>	<b>Detailed Design</b>						<b>\$1,867,751</b>
6.1	Clearwell Modifications						\$89,558
6.1.1	CW Design Review Workshop		4	\$0	\$0	\$0	\$2,432
6.1.2	CW Design						\$44,861
6.1.2.1	CW Mods 60% Design		2	\$0	\$0	\$0	\$21,769
6.1.2.2	CW Mods 90% Design		1	\$0	\$0	\$0	\$15,022
6.1.2.3	CW Mods 100% Design		1	\$0	\$0	\$0	\$8,070
6.1.3	CW Permitting Assistance		4	\$0	\$0	\$0	\$1,667
6.1.4	CW ESDC						\$19,753
6.1.4.1	CW Pre-Construction Meeting		2	\$0	\$0	\$0	\$879
6.1.4.2	CW Submittals		2	\$0	\$0	\$0	\$8,105
6.1.4.3	CW RFI		8	\$0	\$0	\$0	\$3,406
6.1.4.4	CW Construction Progress Meetings		2	\$0	\$0	\$0	\$925
6.1.4.5	CW Record Drawings		2	\$0	\$0	\$0	\$6,438
6.1.5	Preliminary Clearwell Tracer Study						\$20,845
6.1.5.1	Develop CW Tracer Study Protocol		2	\$0	\$0	\$0	\$4,074
6.1.5.2	Conduct CW Tracer Test		4	\$0	\$0	\$0	\$8,396
6.1.5.3	CW Tracer Test TM		4	\$0	\$0	\$0	\$7,452
6.2	WRWTP Expansion 60% Design		6	\$0	\$0	\$0	\$699,742
6.3	WRWTP Expansion 90% Design		6	\$0	\$0	\$0	\$705,248
6.4	WRWTP Expansion 100% Design		10	\$0	\$0	\$0	\$308,367
6.5	WRWTP Expansion OPCC						\$64,836
<b>7</b>	<b>Permitting Assistance</b>						<b>\$47,106</b>
7.1	Prepare Permitting Plan						\$4,351
7.2	Meeting with Public Agencies						\$2,196
7.3	Permitting Requirements						\$2,695
7.4	Permitting Site Design Review						\$13,056
7.5	TVF&R Coordination						\$545
7.6	Plan Review OHA Coordination						\$1,360
7.7	Oregon DEQ						\$5,379
7.8	Building Permit						\$7,581
7.9	Permitting Meetings						\$9,942

# FEE ESTIMATE - OPTIONAL TASKS - WRWTP Expansion



Project Billing Rate Total Units Fee	-	-	-	-	-				Project Summary	Labor	Expense	Sub-Contractor	Total
	\$232	\$225	\$183	\$174	\$154	\$0.575	\$1.05	\$1.05	Fixed Fee	\$0	\$0	\$0	\$0
	12	69	6	53	219	600	1091	16238	Time and Material	\$62,355	\$1,491	\$17,050	\$80,895
	\$2,784	\$15,525	\$1,098	\$9,222	\$33,726	\$345	\$1,145.55	\$17,049.90	Total	\$62,355	\$1,491	\$17,050	\$80,895

WBS Code	Task Name	Units	Total Hours	Labor	Expense	Sub-Contractor	Total
<b>5</b>	<b>Preliminary Design Optional Task</b>		<b>337</b>	<b>\$58,509</b>	<b>\$1,469</b>	<b>\$0</b>	<b>\$59,977</b>
5.5.2.2	Actiflo Full Scale Demonstration Testing (if needed)		337	\$58,509	\$1,469	\$0	\$59,978
5.5.2.2.1	Weekly Meetings	26	66	\$12,330	\$0	\$0	\$12,330
5.5.2.2.2	Interim Report Meeting	2	6	\$1,086	\$0	\$0	\$1,086
5.5.2.2.3	Report Summary Meeting	4	14	\$2,480	\$0	\$0	\$2,480
5.5.2.2.4	Interim Reporting	6	95	\$16,341	\$0	\$0	\$16,341
5.5.2.2.5	Draft Actiflo Test Results TM	6	111	\$18,725	\$0	\$0	\$18,725
5.5.2.2.6	Final Actiflo Test Results TM	7	45	\$7,547	\$0	\$0	\$7,547
<b>7</b>	<b>Permitting Assistance Optional Tasks</b>		<b>22</b>	<b>\$3,846</b>	<b>\$22</b>	<b>\$17,050</b>	<b>\$20,918</b>
7.10	Outreach Support	2	6	\$1,066	\$22	\$7,600	\$8,688
7.11	Conditional Use Permit	2	16	\$2,780	\$0	\$9,450	\$12,230



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> July 6, 2020	<b>Subject: Resolution No. 2827</b> A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Construction Contract with Knife River Corporation - Northwest for construction of the 2020 Street Maintenance Project (Capital Improvement Projects 4014 and 4118).  <b>Staff Member:</b> Dominique Huffman, P.E. Civil Engineer  <b>Department:</b> Community Development	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt the Consent Agenda.		
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.		
<b>Project / Issue Relates To:</b>		
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract to Knife River Corporation - Northwest in the amount of \$2,080,252.35 for the construction of the 2020 Street Maintenance project.

**EXECUTIVE SUMMARY:**

The 2020 Street Maintenance project will rehabilitate or reconstruct the asphalt driving surface on Elligsen Road from Parkway Avenue to the eastern City limits, portions of Day Road from Grahams Ferry Road to Boones Ferry Road, Main Street from Parkway Avenue to Town Center Loop West, Parkway Avenue from Main Street to Memorial Drive, and will replace approximately 75 feet of asphalt roadway with a section of new concrete road on Burns Way. The project will also replace or reconstruct pedestrian curb ramps, pedestrian signals, and vehicle signal detection as needed along the project route. The project includes approximately 30,000 square yards of either 2-inch or 4-inch pavement removal, placement of 8,500 tons of asphalt concrete pavement, 430 square yards of 9-inch thick plain concrete pavement, 1,200 linear feet of curb and gutter reconstruction, 3,400 square feet of sidewalk reconstruction, and 1,900 square feet of sidewalk ramp reconstruction.

The City received six (6) bids by the June 16, 2020 deadline (see Attachment 2) of which Knife River Corporation - Northwest submitted the lowest, responsive bid at \$2,080,252.35.

**EXPECTED RESULTS:**

Rehabilitate or reconstruct the driving surface on approximately 1.2 miles of city roadways including: SW Day Road, SW Elligsen Road, SW Main Street, SW Parkway Avenue, and SW Burns Way; and replace or reconstruct pedestrian curb ramps, pedestrian signals, and vehicular signal detection as needed along the project route.

**TIMELINE:**

Construction is expected to begin August 2020 with a final completion date scheduled for November 2020.

**CURRENT YEAR BUDGET IMPACTS:**

The street maintenance portion (Project #4014) is funded through road maintenance fees. The approved FY2020-21 Wilsonville budget includes \$3,000,000 for construction, contract administration and overhead for the street maintenance work. The street maintenance portion of the construction contract is estimated at \$1,990,402.35. The street maintenance portion of the construction contract is within the total anticipated amount.

The signal improvements portion (Project #4118) is funded through the road operating fund. The approved FY2020-21 Wilsonville budget includes \$340,500 for construction, contract administration and overhead for the signal improvement work. The signal improvement portion of the construction contract is estimated at \$89,850.00. The signal improvement portion of the construction contract is within the total anticipated amount.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 6/19/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 6/30/2020



**COMMUNITY INVOLVEMENT PROCESS:**

A project website has been formed to communicate project related impacts and updates. Mailers are being prepared to communicate impacts to those in the project vicinity. A Boones Ferry Messenger article is also being prepared for the next edition. In addition, staff is meeting directly with representatives from the properties adjacent to the project location to discuss project impacts for the duration of work.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

Completion of the project will positively impact vehicular and pedestrian users of the roadways and sidewalk facilities in the project areas. Furthermore, improvements to sidewalk ramps and pedestrian signals will improve safety to all users.

**ALTERNATIVES:**

City staff considered a number of alternatives to rehabilitate the pavement surfaces. The design team selected street maintenance methods that resulted in the longest extension of serviceable life for the roadway at the least life cycle costs to the community.

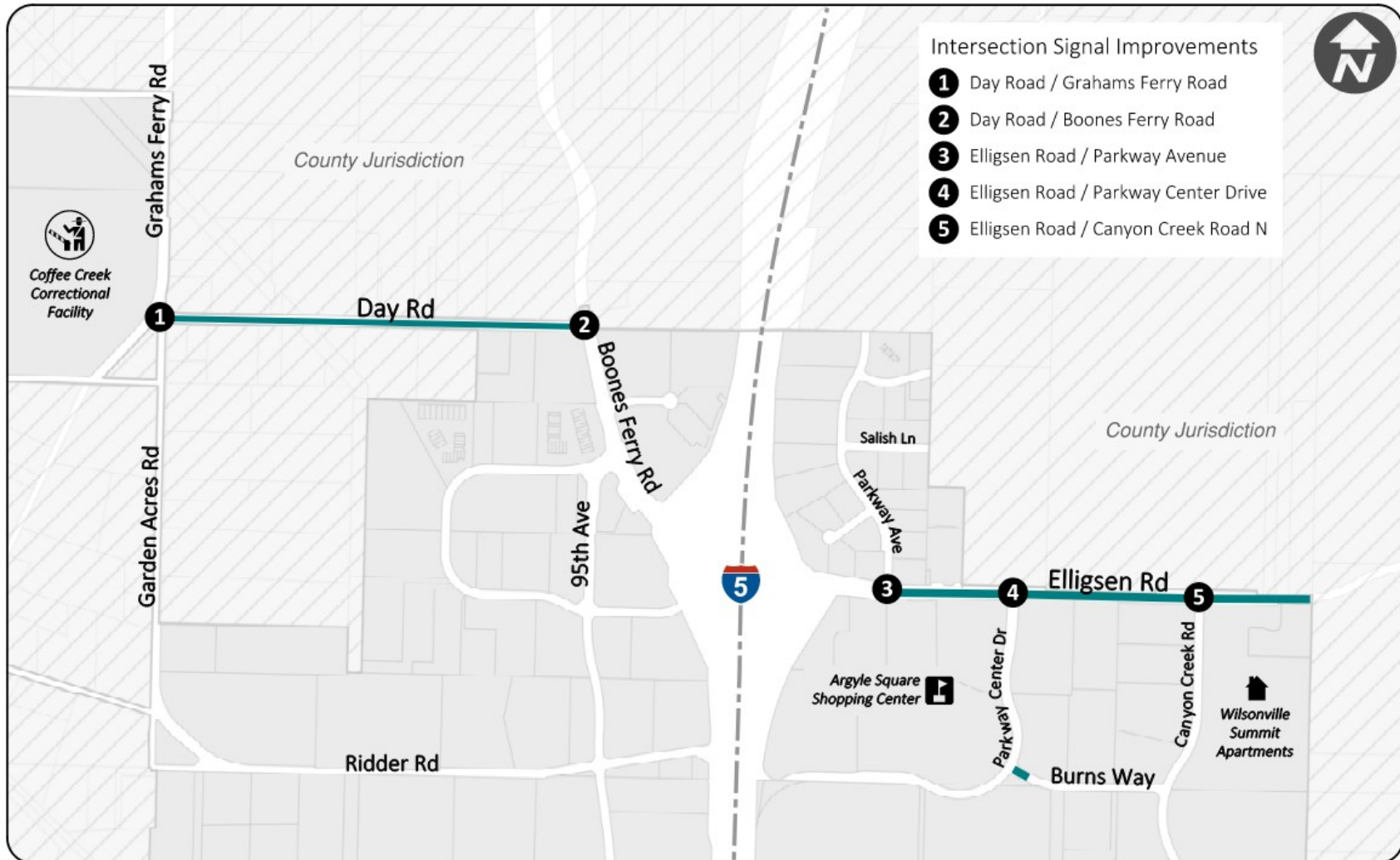
**CITY MANAGER COMMENT:**

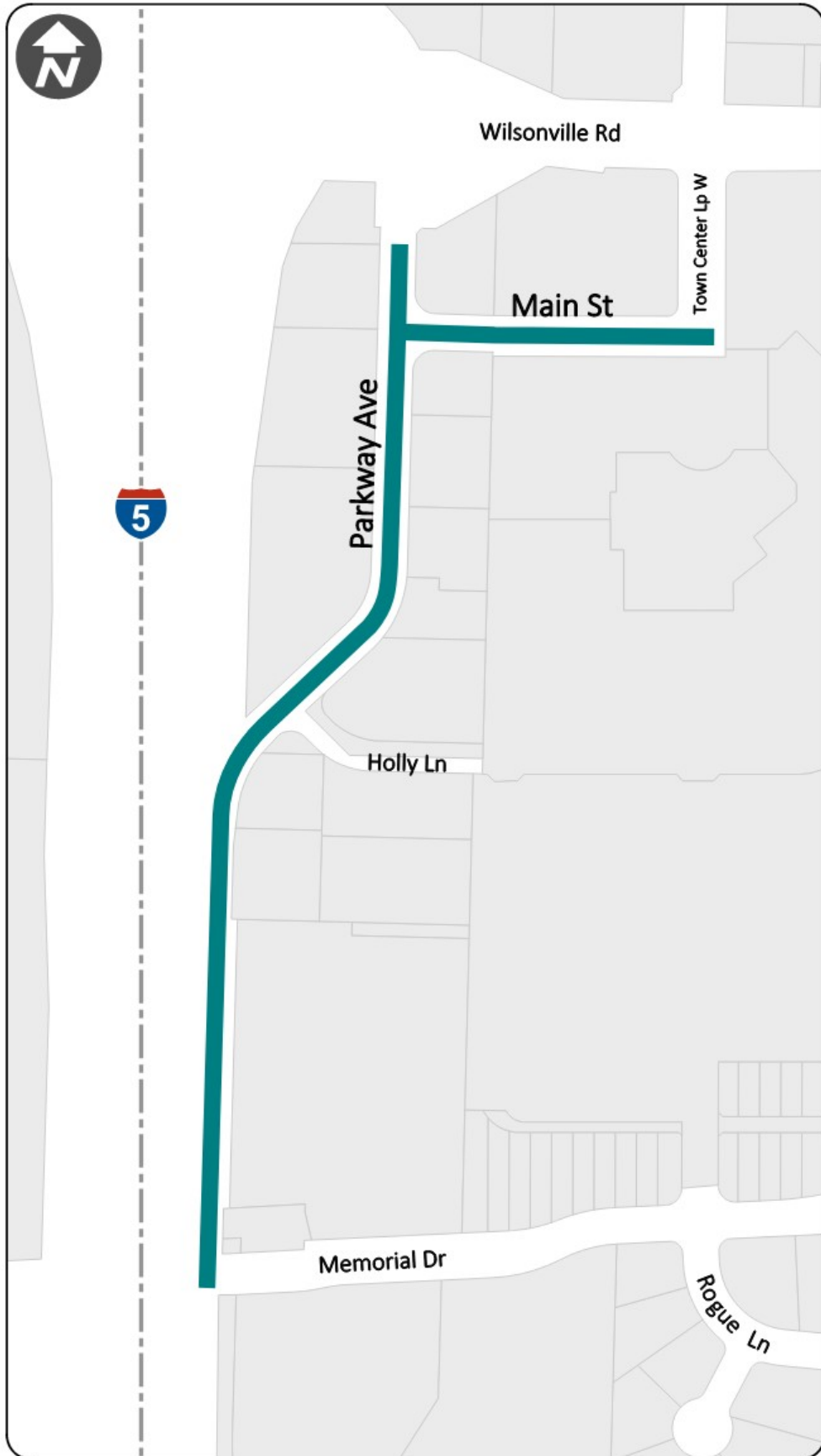
N/A

**ATTACHMENTS:**

1. Project Location Map
2. Bid Summary
3. Resolution No. 2827
  - A. 2020 Street Maintenance Construction Contract

### Attachment 1





## Attachment 2

Order Opened	Bidder	Envelope Marked	Proposal Complete	Addenda	Proposal Signed	Bid Security		Pre-Qual	First Tier Sub-Con.	Bid Amount	Rank
						Amount	Type				
-	Engineer's Estimate									\$ 2,083,710.00	
1	Brix Paving Northwest Inc.	Y	Y	Y	Y	10%	Bond	Y	Y	\$ 2,086,813.95	2
2	Granite Construction	Y	Y	Y	Y	10%	Bond	Y	Y	\$ 2,305,305.00	5
3	Knife River	Y	Y	Y	Y	10%	Bond	Y	Y	\$ 2,080,252.35	1
4	Moore Excavation Inc.	Y	Y	Y	Y	10%	Bond	Y	Y	\$ 2,217,057.60	4
5	Pacific Excavation	Y	Y	Y	Y	10%	Bond	Y	Y	\$ 2,127,000.00	3
6	S-2 Contractors, Inc.	Y	Y	Y	Y	10%	Bond	Y	Y	\$ 2,330,159.40	6

**RESOLUTION NO. 2827**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH KNIFE RIVER CORPORATION - NORTHWEST FOR CONSTRUCTION OF THE 2020 STREET MAINTENANCE PROJECT (CAPITAL IMPROVEMENT PROJECT 4014 AND 4118).**

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #4014 and 4118, known as the 2020 Street Maintenance project (the Project); and

WHEREAS, the City solicited sealed bids from qualified contractors for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, six bids were received and opened on June 16, 2019, and Knife River Corporation - Northwest submitted a bid of \$2,080,252.35 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Knife River Corporation - Northwest submitted the lowest responsive and responsible bid.

Section 2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Knife River Corporation - Northwest for a stated value of \$2,080,252.35 in substantially the form as attached hereto as Exhibit A.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 6<sup>th</sup> day of July 2020, and filed with the Wilsonville City Recorder this date.

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TIM KNAPP, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

A. 2020 Street Maintenance Construction Contract

**CITY OF WILSONVILLE  
CONSTRUCTION CONTRACT (CIP #4014/4118)**

This Construction Contract (“Contract”) for the 2020 Street Maintenance Project (“Project”) is made and entered into on this \_\_\_\_ day of July 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Knife River Corporation - Northwest**, an Oregon corporation (hereinafter referred to as “Contractor”).

**RECITALS**

WHEREAS, the City issued a formal Invitation to Bid for the Project described herein; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described in the Invitation to Bid on the basis of specialized experience and technical expertise; and

WHEREAS, after reviewing all bids submitted in accordance with the Invitation to Bid, the City has determined this Contract shall be awarded to Contractor; and

WHEREAS, Contractor is prepared to perform this Contract in accordance with all the terms and conditions as set forth below, as the City does hereinafter require.

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

**AGREEMENT**

**Section 1. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Invitation to Bid; Contractor’s Bid submitted in response thereto; Oregon Department of Transportation 2018 Oregon Standard Specifications for Construction; 2017 City of Wilsonville Public Works Standards; Project Specifications and Plans; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## **Section 2. Term**

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than November 19, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than October 30, 2020, and at Final Completion by November 19, 2020. See **Section 23** for the definitions of Substantial Completion and Final Completion.

## **Section 3. Contractor’s Work**

3.1. Contractor will perform the Work as more particularly described herein and in the other Contract Documents for the Project.

3.2. All written documents, drawings, and plans submitted by Contractor in conjunction with the Work shall bear the signature, stamp, or initials of Contractor’s authorized Project Manager. Any documents submitted by Contractor that do not bear the signature, stamp, or initials of Contractor’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Work given by Contractor’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Contractor’s Project Manager will provide such written documentation.

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

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

## **Section 4. Contract Sum, Retainage, and Payment**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor a not-to-exceed amount of TWO MILLION EIGHTY THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$2,080,252.35) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor’s unit pricing is set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

4.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a



reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 24**.

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 23**.

4.4. Except as provided in **Section 8.2**, the Contract Sum includes the cost of all required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees required to perform the Work on the Project.

4.5. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project that are not specifically otherwise provided for in the Contract Documents.

4.6. Contractor's unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

4.7. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in ODOT 2018 Oregon Standard Specifications for Construction, 2017 City of Wilsonville Public Works Standards, Specifications and Contract Documents; and in ORS 279C.570.

## **Section 5. Prevailing Wages**

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2020, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx). Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by

ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

See **Contractor's Responsibilities** below and other Contract Documents for additional requirements and responsibilities regarding compliance with wage and hour laws and regulations.

## **Section 6. Filing of Certified Statement**

As required in ORS 279C.845(7), the City will retain twenty-five percent (25%) of any amount earned by Contractor under the Contract until Contractor has filed the certified statements required in ORS 279C.845(1). The City will pay to Contractor the amount withheld within fourteen (14) days after Contractor files the required certified statements. As required in ORS 279C.845(8), Contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on the Project until the first-tier subcontractor has filed with the City the certified statements required in ORS 279C.845(1). Before paying any amount withheld, Contractor shall verify that the first-tier subcontractor has filed the certified statement. Within fourteen (14) days after the first-tier subcontractor files the required certified statement, Contractor shall pay the first-tier subcontractor any amount withheld. Contractor shall require all other sub-subcontractors to file certified statements regarding payment of prevailing wage rates with the City.

## **Section 7. Reports to Department of Revenue**

When a public contract is awarded to a nonresident bidder and the contract sum exceeds Ten Thousand Dollars (\$10,000), Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract sum, terms of payment, length of contract, and such other information as the Department may require, before the City will make final payment on the Contract.

## **Section 8. City's Rights and Responsibilities**

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

8.2. If applicable, the City will pay the required Bureau of Labor and Industries fee of one-tenth of one percent (0.1%) of the Contract Sum, or as required by statute.

8.3. The City reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, supplier, or contractor with which the City has reasonable grounds to believe is or may be operating in violation of any local, state, or federal law or which is the subject of pending litigation.

8.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in Section 21.

### **Section 9. City's Project Manager**

The City's Project Manager is Dominique Huffman, Civil Engineer. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

### **Section 10. Contractor's Project Manager**

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

### **Section 11. Project Information**

Except for confidential information designated by the City as information not to be shared, Contractor agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

### **Section 12. Duty to Inform**

If at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, environmental concerns, or defects in the Project, Contract Documents, or Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with

respect to such laws, rules, or regulations, Contractor shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

### **Section 13. Subcontractors and Assignments**

13.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 14.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

### **Section 14. Contractor's Responsibilities**

This Contract is a public works contract governed by the laws found at ORS Chapter 279C, which Contractor must be familiar with and adhere to. Those required provisions include but are not limited to all of the following:

14.1. Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract.

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

14.3. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

14.4. Contractor shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with, and be subject to, the provisions of this **Section 14** and meet the same insurance requirements of Contractor under this Contract.

14.5. Contractor must make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Contract as such claims become due. Contractor shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Contractor. If Contractor 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 offset the amount of the payment against funds due, or to become due, to Contractor under this Contract. The City may also recover any such amounts directly from Contractor.

14.6. Contractor must comply with all Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, and all other charges due on account of any employees. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Contract. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of subcontractors or employees shall be Contractor's responsibility. Contractor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

14.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

14.8. Contractor certifies that Contractor has not discriminated against minority, women, or small business enterprises in obtaining any subcontract.

14.9. Pursuant with ORS 279C.505(2), by execution of this Contract, Contractor agrees to have an employee drug testing program in place at the time of executing the Contract, acknowledges that such a program will be maintained throughout the Contract period, including any extensions, and shall demonstrate to the City that such drug testing program is in place. The failure of Contractor to have, or to maintain, such a drug-testing program is grounds for immediate termination of the Contract. Contractor shall require each subcontractor providing labor for the Project to also comply with this drug testing program requirement.

14.10. Contractor agrees that the City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing Work covered by the Contract. These are Contractor's sole responsibilities, and nothing in this provision is intended to create any third party beneficiary rights against the City.

14.11. Contractor is solely responsible for ensuring that any subcontractor selection and substitution is in accordance with all legal requirements. The City shall not be liable, either directly or indirectly, in any dispute arising out of Contractor's actions with regard to subcontractor selection and/or substitution.

14.12. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract

Documents, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

14.13. By execution of this Contract, as required by ORS 305.385(6), Contractor certifies under penalty of perjury that to the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4).

14.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

14.15. Contractor agrees that if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

14.16. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

14.17. Contractor and all subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

14.17.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

14.17.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

14.17.3. All work performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

14.18. Contractor and all subcontractors shall comply with the provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions.

14.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.17.1, 14.17.2, and 14.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

14.20. Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

14.21. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

14.22. The hourly rate of wage to be paid by any Contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

14.23. Contractor, its subcontractors, and all employers working under the Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 and provide the required workers compensation coverage, unless otherwise exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

14.24. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including but not limited to those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract Documents or on the construction drawings, such risks are allocated to Contractor pursuant with ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.



14.25. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any of its subcontractors or their sub-subcontractors or any suppliers.

14.26. Pursuant to ORS 279B.055, Contractor shall use recyclable products to the maximum extent economically feasible, and in full conformance with the Contract Document Specifications, in the performance of the Work.

14.27. COVID-19 Safety Measures. Contractor must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Contractor's employees and/or subcontractors, City employees, and the public. Contractor must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Contractor is required to stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

## **Section 15. Subcontractor Requirements**

15.1. If subcontractors are permitted, Contractor's relations with subcontractors shall comply with ORS 279C.580. Pursuant with ORS 279C.580(3), each subcontract for property or services that Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, shall include:

15.1.1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of such amounts as are paid to Contractor by the City under the public improvement contract; and

15.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 15.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

15.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 15.1.1 and 15.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

15.3. Contractor shall certify that all subcontractors, as described in ORS 701.005(2), will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 or 701.026, respectively, before the subcontractors commence Work under the Contract.

15.4. In no event shall any subcontract be awarded to any person or entity debarred, suspended, or disqualified from federal, state, or municipal contracting.

15.5. Contractor shall include this Contract by reference in any subcontract and require subcontractors to perform in strict compliance with this Contract.

**Section 16. Environmental Laws**

16.1. Although the City is not aware of any of the following, before beginning construction, Contractor shall determine if there is any asbestos, lead paint, or other hazardous materials that will be removed or disturbed as a part of the Project. If disturbance or removal is required, Contractor will advise the City, in writing, and will provide the City with a detailed written supplemental Scope of Work concerning how such disturbance or removal will be accomplished and how materials, if any, will be disposed of, all in accordance with State and Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

16.2. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the City has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES:

Forest Service  
Defense, Department of  
Environmental Protection Agency  
Bureau of Sport Fisheries and Wildlife  
Bureau of Land Management  
Bureau of Reclamation  
Occupational Safety and Health Administration  
Coast Guard

Agriculture, Department of  
Soil Conservation Service  
Army Corps of Engineers  
Interior, Department of  
Bureau of Outdoor Recreation  
Bureau of Indian Affairs  
Labor, Department of  
Transportation, Department of  
Federal Highway Administration

STATE AGENCIES:

Environmental Quality, Department of  
Forestry, Department of  
Human Resources, Department of  
Soil and Water Conservation Commission  
State Land Board

Agriculture, Department of  
Fish and Wildlife, Department of  
Geology and Mineral Industries, Department of  
Land Conservation and Development Commission  
National Marine Fisheries Service (NMFS)  
State Engineer  
Water Resources Board

LOCAL AGENCIES:

County Courts  
Port Districts  
County Service Districts  
Water Districts

City Council  
County Commissioners, Board of  
Metropolitan Service Districts  
Sanitary Districts  
Fire Protection Districts

This list may not be all-inclusive, and it is the responsibility of Contractor to know all applicable laws and to comply with them in the performance of this Contract.

16.3. Pursuant with ORS 279C.510(1), if this Contract calls for demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

16.4. Pursuant with ORS 279C.510(2), if this Contract calls for lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

16.5. Contractor shall be responsible for the immediate clean-up, remediation, reporting, and payment of fines, if any, related to the release of any hazardous substance or material by Contractor or any subcontractor.

16.6. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

**Section 17. Indemnity**

17.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 17.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

17.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any

Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

## **Section 18. Insurance**

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

18.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

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

18.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality ("DEQ") and Federal Environmental Protection Agency ("EPA") clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

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

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

18.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

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

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

## Section 19. Bonding Requirements

19.1. Payment and Performance Bonds. Contractor shall obtain a Payment Bond and a Performance Bond, each in a form acceptable to the City and from a surety acceptable to the City, and each in the full amount of the Contract Sum.

19.2. Maintenance/Warranty Bond. Contractor shall maintain a two (2) year Maintenance/Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, in the amount of ten percent (10%) of the Contract Sum.

19.3. Landscaping Bond. Contractor shall also maintain a two (2) year Landscape Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, for maintenance and replacement of all landscaping material in accordance with ***Public Works Standards Section 201.10.03***. The landscape maintenance bond shall be for 10% of the amount required to maintain and replace the landscaping installed with the Project. At the one-year time frame in the maintenance period, the City shall perform an inspection of the landscaping and provide Contractor with a landscape replacement list. Contractor shall have 30 days to replace landscaping, as directed, and warranty all new landscaping for an additional two (2) year maintenance period.

19.4. Public Works Bond. Pursuant to ORS 279C.830(2), in addition to the Payment and Performance bonds, before starting work on this Contract or any subcontract hereunder, Contractor and all subcontractors, unless exempt under ORS 279C.836(4), (7), (8), or (9), must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the minimum amount of **\$30,000**. The bond must provide that the Contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836, unless the surety sooner cancels the bond. Contractor further certifies that Contractor will include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

19.5. Bond Claims. Any notice of claim on a payment or performance bond or public works bond shall comply with the requirements of ORS 279C.605.

## Section 20. Warranty

20.1. Contractor shall provide a full warranty for all Work, including but not limited to all plant material, for a period of two (2) years from the date of Final Acceptance of all Work.

20.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of

completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

20.3. If Contractor, after written notice, fails within **ten (10) days** to proceed to comply with the terms of this section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

20.4. Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

## **Section 21. Early Termination; Default**

21.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

21.1.1. By mutual written consent of the parties;

21.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person. The City retains the right to elect whether or not to proceed with actual construction of the Project; or

21.1.3. By the City if Contractor breaches this Contract and fails to cure the breach within ten (10) days of receipt of written notice of the breach from the City.

21.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed

upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

21.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

21.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 27**, for which Contractor has received payment or the City has made payment.

## **Section 22. Suspension of Work**

The 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 Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be responsible for Work performed by any subcontractors after notice of suspension is given by the City to Contractor.

## **Section 23. Substantial Completion, Final Completion, and Liquidated Damages**

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and all roads, sidewalks, and signals are ready to use, with only minor punch list items remaining that do not significantly impact public use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within twenty (20) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before October 30, 2020 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Section 23.3** and **Section 23.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

23.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the Work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed



below for each and every day that expires after the time specified for Substantial and Final Completion.

23.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of One Thousand Four Hundred Thirteen Dollars and Fifty Cents (\$1,413.50) [*amount calculated per Special Provision 00180.85(b)(1)*] for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

23.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of November 19, 2020, or any written extension thereof granted by the City, Contractor shall pay the City at the rate of Two Thousand Eight Hundred Twenty Seven Dollars and One Cent (\$2,827.01) [*amount calculated per Special Provision 00180.85(b)(1)*] for each day for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

23.5. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Substantial Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to punch list items not completed within the time allotted for Final Acceptance. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

23.6. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

## **Section 24. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form

of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

**Section 25. Dispute Resolution**

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit Court. In the alternative, at the City’s election, the parties may follow the dispute resolution procedures found in the Special Provisions.

**Section 26. Access to Records**

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts during the term of this Contract and for a period of four (4) years after termination of the Contract, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Contract.

**Section 27. As-Builts**

Contractor must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format.

**Section 28. Notices**

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

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

To Contractor: Knife River Corporation - Northwest  
Attn: Gordon Mathern  
32260 Old Highway 34  
Tangent, OR 97389

## **Section 29. Miscellaneous Provisions**

29.1. Integration. This Contract 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 Contract shall control.

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

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

29.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

29.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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

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

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

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

29.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

29.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

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

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

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

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

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

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

29.18. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Project Specifications and other Contract Documents.

29.19. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

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

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

The Contractor and the City hereby agree to all provisions of this Contract.

**CONTRACTOR:**

**CITY:**

KNIFE RIVER CORPORATION -  
NORTHWEST

CITY OF WILSONVILLE

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

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

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

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

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

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

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

APPROVED AS TO FORM:

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

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**EXHIBIT A**

2020 Street Maintenance

Project #4014

**BID SCHEDULE**

Bid Item No.	Spec Section	Bid Items	Unit	Quantity	Unit Cost	Total Cost
1	00210	Mobilization	LS	1	<u>157,200.00</u>	<u>157,200.00</u>
2	00210	Project Information Sign - Large	EA	7	<u>340.00</u>	<u>2,380.00</u>
3	00225	Temporary Work Zone Traffic Control, Complete for Day Road	LS	1	<u>30,000.00</u>	<u>30,000.00</u>
4	00225	Temporary Work Zone Traffic Control, Complete for Main Street	LS	1	<u>32,000.00</u>	<u>28,000.00</u>
5	00225	Temporary Work Zone Traffic Control, Complete for Parkway Avenue	LS	1	<u>28,000.00</u>	<u>28,000.00</u>
6	00225	Temporary Work Zone Traffic Control, Complete for Elligsen Road	LS	1	<u>75,000.00</u>	<u>75,000.00</u>
7	00225	Temporary Work Zone Traffic Control, Complete for Burns Way	LS	1	<u>18,000.00</u>	<u>18,000.00</u>
8	00280	Erosion Control	LS	1	<u>12,000.00</u>	<u>12,000.00</u>
9	00290	Pollution Control Plan	LS	1	<u>500.00</u>	<u>500.00</u>
10	00305	Construction Survey Work	LS	1	<u>34,000.00</u>	<u>34,000.00</u>
11	00310	Removal of Concrete Curb, Sidewalks, and Driveways	SY	929	<u>21.00</u>	<u>19,509.00</u>
12	00320	Clearing and Grubbing	LS	1	<u>3,200.00</u>	<u>3,200.00</u>
13	00330	General Excavation	CY	2,452	<u>43.00</u>	<u>105,436.00</u>
14	00331	12 Inch Subgrade Stabilization	SY	98	<u>58.00</u>	<u>5,648.00</u>
15	00350	Subgrade Geotextile	SY	4,454	<u>1.60</u>	<u>7,126.40</u>
16	00470	Monument Boxes	EA	9	<u>500.00</u>	<u>4,500.00</u>
17	00490	Adjusting Boxes	EA	67	<u>135.00</u>	<u>9,045.00</u>
18	00490	Minor Adjustment of Manholes	EA	6	<u>1,900.00</u>	<u>11,400.00</u>
19	00490	Adjusting Inlets	EA	2	<u>1,300.00</u>	<u>2,600.00</u>
20	00490	Adjusting Catch Basins	EA	2	<u>1,300.00</u>	<u>2,600.00</u>
21	00596B	Remove and Reconstruct Retaining Wall, Prefabricated Modular Gravity	LS	1	<u>8,500.00</u>	<u>8,500.00</u>
22	00620	Cold Plane Pavement Removal, 2 Inch Deep	SY	10,413	<u>3.30</u>	<u>34,362.90</u>
23	00620	Cold Plane Pavement Removal, 4 Inch Deep	SY	19,202	<u>4.50</u>	<u>86,409.00</u>
24	00641	3/4 Inch - 0 Aggregate Base	CY	159	<u>84.00</u>	<u>13,356.00</u>

## 2020 Street Maintenance

Project #4014

Bid Item No.	Spec Section	Bid Items	Unit	Quantity	Unit Cost	Total Cost
25	00641	1 1/2 Inch - 0 Aggregate Base	CY	1,851	84.00	155,484.00
26	00641	Aggregate Shoulders	CY	85	105.00	8,925.00
27	00745	Level 3, 1/2 Inch Dense ACP PG64-22	TON	2,747	93.00	255,471.00
28	00745	Level 3, 1/2 Inch Dense ACP PG70-22	TON	2,703	71.00	191,913.00
29	00745	Level 3, 3/4 Inch Dense ACP PG64-22	TON	3,095	83.00	256,885.00
30	00749	Extra for Spot Grind and Inlays	SY	891	8.50	7,573.50
31	00756	Plain Concrete Pavement, Doweled, 9 Inches Thick	SY	429	220.00	94,380.00
32	00759	Concrete Curbs, Curb and Gutter	LF	767	45.00	34,515.00
33	00759	Concrete Curbs, Non-Mountable Curb	LF	432	40.00	17,280.00
34	00759	Reinforced Concrete Grade Correction Curb	LF	45	50.00	2,250.00
35	00759	Concrete Walks	SF	3,453	21.00	<del>72,513.00</del> 58,701.00
36	00759	ADA Sidewalk Ramp	SF	1,978	28.00	<del>55,384.00</del> 72,513.00
37	00759	Concrete Driveways	SF	247	24.00	5,928.00
38	00855	Mono-Directional White Type IAR Markers	EA	136	5.25	714.00
39	00855	Bi-Directional Yellow Type IAR Markers	EA	246	5.25	1,291.50
40	00855	Bi-Directional Blue Type IAR Markers	EA	10	5.25	52.50
41	00855	White Type II Markers	EA	176	5.25	924.00
42	00865	MMA, Extruded, Surface, Non-Profiled	LF	41,568	1.45	60,273.60
43	00867	Pavement Legend, Type B-HS: Arrows	EA	40	255.00	10,200.00
44	00867	Pavement Legend, Type B-HS: Bicycle Lane Stencil	EA	24	255.00	6,120.00
45	00867	Pavement Legend, Type B-HS: "ONLY"	EA	2	365.00	730.00
46	00867	Pavement Legend, Type B-HS: "NO TRUCKS"	EA	1	680.00	680.00
47	00867	Pavement Bar, Type B-HS	SF	2,711	8.00	21,688.00
48	00867	Green Bicycle Lane, Methyl Methacrylate	SF	2,077	6.35	13,188.95
49	00902	Crosswalk Closure Barricade	EA	8	560.00	4,480.00
50	00990	Detector Installation, Day Road/Boones Ferry Road	LS	1	3,350.00	3,350.00
51	00990	Detector Installation, Elligsen Road/Parkway Avenue	LS	1	2,250.00	2,250.00
52	00990	Detector Installation, Elligsen Road/Canyon Creek Road	LS	1	2,250.00	2,250.00

2020 Street Maintenance

Project #4014

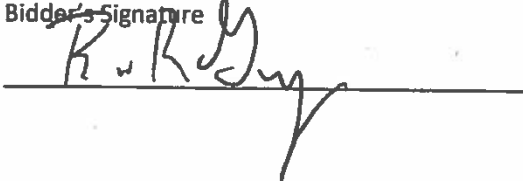
Bid Item No.	Spec Section	Bid Items	Unit	Quantity	Unit Cost	Total Cost
53	00990	Traffic Signal Modification, Elligsen Road/Parkway Avenue	LS	1	37,000.00	37,000.00
54	00990	Traffic Signal Modification, Elligsen Road/Parkway Center Drive	LS	1	21,500.00	21,500.00
55	00990	Traffic Signal Modification, Elligsen Road/Canyon Creek Road	LS	1	23,500.00	23,500.00
56	01030	Landscape Restoration	LS	1	8,000.00	8,000.00
57	01150	Standard Valve Box and Lid	EA	1	750.00	750.00

Total Amount Bid (Figures) 2,080,252.35

Total Bid Written in Words:

TWO MILLION EIGHTY THOUSAND TWO HUNDRED FIFTY TWO DOLLARS AND THIRTY FIVE CENTS  
Dollars AND Cents

Company Name  
Knife River Corporation - Northwest

Bidder's Signature  






## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> July 6, 2020		<b>Subject: Resolution No. 2828</b> Public Works Complex Final Design and Construction Documents Services Contract	
		<b>Staff Member:</b> Delora Kerber, Public Works Director	
		<b>Department:</b> Public Works	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends City Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: 2019-2021 Expand and Maintain High Quality Infrastructure	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2015 City Facilities Master Plan	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

To approve or deny the contract with Scott | Edwards Architecture, LLP for final design and construction documents services for the Public Works Complex.

**EXECUTIVE SUMMARY:**

The Public Works Complex will consolidate the Public Works Department functions into one location and allow the Police Department to improve their workspace and fully occupy the Public Works/ Police (PWPO) building.

In March 2015, the City’s Facility Master Plan (FMP) analyzed the condition of facilities, department programs, and site improvements needed to meet the City’s short and long-term needs. The FMP identified the top two priority projects as: 1) Improve the accommodations for the Police Department; and 2) Create a new Public Works Complex.

Via Resolution 2594, the City Council approved the purchase of 7.58 acres of land on Boberg Road on which to construct the Public Works Complex.

In March 2019, the City hired the design firm of Scott|Edwards Architecture to develop a Master Plan (MP) for the Public Works Complex. The scope of work for the plan included a thorough research and assessment of current and future needs of the Department as well as space analysis to ensure the plan will provide adequate space for various Public Works functions for the next 20 years and beyond.

At the September 16, 2019 Council Work Session a presentation was made showing the various site options, building types, and building materials that were considered when selecting the preferred alternative of two-story, tilt up concrete building with parapet walls and pre-engineered metal building with a shed roof for the warehouse and other yard structures.

**EXPECTED RESULTS:**

A successful Public Works Complex Project will: address the current and future needs of the Public Works Department; improve efficiency through consolidation, organization, and layout; provide adequate shop space, office space, meeting rooms, breakrooms, locker and shower areas, vehicles, equipment and materials storage, disposal areas and parking; incorporate sustainability and green energy technology; and meet category IV seismic standards.

Completion of the final design and construction documents for the Public Works Complex will allow the City to be ready to take advantage of any infrastructure stimulus funding which may become available.

Additionally, this is next step towards helping to improve the accommodations of the Police Department.

**TIMELINE:**

Development of the final design and construction documents for this project will take approximately 34 weeks to complete.

**CURRENT YEAR BUDGET IMPACTS:**

Funding for the development of final design and construction documents for the Public Works Complex are included in Fiscal Year 20/21 budget.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 6/19/2020

This project has been approved for \$2.6M in the FY20/21 budget.

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 6/30/2020

**COMMUNITY INVOLVEMENT PROCESS:**

None at this time.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

The Public Works Complex will provide better efficiency of operations by consolidating the various Public Works functions in one location. Also, it will help to provide the Police Department improved accommodations to better fits their needs.

**ALTERNATIVES:**

Reject the contract with Scott|Edwards Architecture LLP for the final design and development of construction documents for the Public Works Complex.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2828
  - A. Public Works Complex- Final Design and Construction Documents Professional Service Agreement

**RESOLUTION NO. 2828**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PERSONAL SERVICES AGREEMENT CONTRACT WITH SCOTT|EDWARDS ARCHITECTURE LLP FOR FINAL DESIGN AND CONSTRUCTION DOCUMENTS SERVICES FOR THE PUBLIC WORKS COMPLEX PROJECT (CAPITAL IMPROVEMENT PROJECT #8113).**

WHEREAS, The Facility Master Plan (FMP), completed in March 2015 and adopted via Resolution 2526, identified the need for expanded and upgraded space for police operations, thereby necessitating the move of public works functions to another complex; and

WHEREAS, the FMP further identified the need for the public works functions to have consolidated office, warehouse storage and equipment yard functions on a consolidated site; and

WHEREAS, on July 7, 2016 via Resolution 2594, City Council approved the purchase of 7.58 acres of land on Boberg Road on which to construct the Public Works Complex; and

WHEREAS, the City solicited Requests for Proposals from qualified consultants for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Scott|Edwards Architecture LLP was selected as the most qualified consultant for this Project, was awarded a contract for Phase 1 – Public Works Complex Master Plan services, and performed and completed Phase 1 services in September 2019 to the satisfaction of the City; and

WHEREAS, the City desires to execute a Professional Service Agreement contract with Scott|Edwards Architecture LLP to perform Phase 2 - Final Design and Construction Documents services.

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

Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and Scott|Edwards Architecture LLP has provided a responsive and responsible proposal for Final Design and Construction Document services.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Scott|Edwards Architecture LLP for a not-to-exceed amount of \$1,526,000.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 6<sup>th</sup> day of July 2020, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Public Works Complex- Final Design and Construction Documents Professional Service Agreement

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT (CIP #8113)**

This Professional Services Agreement (“Agreement”) for the Public Works Complex Project (“Project”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Scott Edwards Architecture, L.L.P.**, an Oregon limited liability partnership (hereinafter referred to as “Consultant”).

**RECITALS**

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

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

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

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

**AGREEMENT**

**Section 1. Scope of Work**

Consultant shall diligently perform the final design and construction document preparation services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

**Section 2. Term**

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

**Section 3. Consultant’s Services**

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

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

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

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

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

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

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE MILLION FIVE HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$1,526,000), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's rates are set forth in **Exhibit A**.

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

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

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

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

## **Section 5. Prevailing Wages**

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2020, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx). Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

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

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

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

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



## **Section 8. Project Information**

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

## **Section 9. Duty to Inform**

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

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

10.1. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. The City hereby agrees that Consultant will contract with Harper Houf Peterson Righellis, Inc. to provide civil services, WDY, Inc. to provide structural services, Interface Engineering to provide mechanical services, and JLD Construction Consulting to provide cost estimating services, all of which are critical parts of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

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

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

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

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

## **Section 12. Consultant Responsibilities**

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

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to “subcontractor” mean a subcontractor at any tier.

12.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant’s employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

### **Section 13. Indemnity**

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant’s failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City’s requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant’s negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant’s subcontractors, including their agents, employees, and suppliers.

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

### **Section 14. Insurance**

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall

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

14.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

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

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

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

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

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

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

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

15.1.1. By mutual written consent of the parties;

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

15.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of

Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

15.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

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

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

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

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

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of

an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

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

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

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

19.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and inspection reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

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

### **Section 20. Notices**

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

To City:	City of Wilsonville
	Attn: Delora Kerber, Public Works Director
	29799 SW Town Center Loop East
	Wilsonville, OR 97070

To Consultant: Scott Edwards Architecture, L.L.P.  
Attn: Andrew Kraus  
2525 E. Burnside Street  
Portland, OR 97214

## Section 21. Miscellaneous Provisions

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

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

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

21.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

21.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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

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

21.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder



to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

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

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

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

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

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

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

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

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

21.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial

or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

**CONSULTANT:**

**CITY:**

SCOTT EDWARDS ARCHITECTURE, L.L.P.

CITY OF WILSONVILLE

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

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

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

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

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

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

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

APPROVED AS TO FORM:

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



## EXHIBIT 'A'

### PROPOSAL FOR CITY OF WILSONVILLE PUBLIC WORKS

Implementation of the Master Plan design through Construction Documents

SW Boberg Road, Wilsonville, Oregon

S|E A is pleased to provide this proposal for architectural services for Wilsonville Public Works. We look forward to continuing our work with you towards the success of this project.

### PROJECT SCOPE

Based on the City of Wilsonville Public Works Master Plan completed by S|E A and dated September 3, 2019; we will advance the project through final design and Construction Documents.

We understand the timeframe for beginning construction has not yet been determined, and that project Permitting, Bidding and Construction Administrative services are not be part of this proposal.

Proposed services, including the work of Consultants, are itemized in the DESIGN FEE OVERVIEW portion of this document and are represented by the following scope of work.

#### 01 Site Development

- A Grading, paving, landscape and irrigation design.
- B Stormwater design including on-site treatment and retention as required by building code requirements.
- C Utility design as required for all site and building services.
- D Vehicle maneuvering and parking area design including the operations yard and public and staff parking areas.
- E Pedestrian circulation design including a recreational walk/run path.
- F Design of roadway or 'bridge' connection to adjacent 'SMART' facility through the existing conservation zone.
- G Trash and recycling enclosure.
- H Grading and preparation of building pads.

#### 02 Operations Yard

- A Operations yard with parking and vehicle maneuvering clearances.
- B Security fencing and gate design.
- C Covered decant structure.
- D Covered and "open" outdoor bin storage areas.
- E Pesticide, herbicide and magnesium chloride storage facilities.
- F Covered vehicle wash station.

#### 03 Warehouse / Maintenance Building

- A 17,000 square foot, clear span, engineered metal building on concrete structural slab. Structural bays to include overhead doors to allow for drive-through use. Ability to drive full-length of building interior is highly desired.
- B Building location and orientation to allow for solar power generation and future expansion.
- C Three building bays to be roof-only, with ability to add perimeter walls in the future.
- D Six building bays, including an enclosed Paint Shop, Sign Shop and Wood Shop, to be partially conditioned; likely utilizing suspended radiant heating units for worker comfort and freeze-protection.
- E Office, Industrial Pre-treatment Lab and Restroom to be fully conditioned.

**F** Four separate, fenced, secure storage areas to be provided.

**G** Skylights, translucent roof panels, and/or transparent overhead doors to be used to maximize natural daylight.

#### **04 Office / Administration Building**

**A** 12,800 square foot Office/Administration building above a “daylight basement”, connected by both elevator and stair.

**B** Construction is assumed to consist of tilt-up concrete perimeter walls and long-span wood or steel floor and roof structure, with abundant windows and skylights to maximize natural light throughout.

**C** First floor interior is organized into three, roughly equal areas of office/administrative functions, service/conference functions and crew areas.

**D** Daylight basement to include mechanically conditioned service, utility, emergency storage and locker room functions; with remaining two-thirds consisting of unconditioned storage/parking areas open to the environment. Open areas to be designed to allow for future enclosure and mechanical conditioning.

**E** Building to be fully fire sprinkled (Performance Specification included), and to incorporate green-building and energy efficiency strategies, including code-mandated 1.5% green energy requirements. Photovoltaic power generation is highly desired, including potential “solar flower” opportunities.

#### **05 Outdoor Courtyard**

**A** The outdoor area between the maintenance and office buildings is to be developed as a multi-purpose courtyard with paving and landscape design conducive to staff dining and recreation opportunities.

**B** A direct visual connection is desired between the outdoor area and the staff break area, along with an indirect physical connection via stair and elevator.

**C** A portion of the outdoor area is envisioned to be “covered” by an awning, trellis or umbrella structure.

#### **06 Building Technology Components**

**A** Telephone and Cable Television (CATV) utility design including site raceway system, vault/pedestal location and demarcation location.

**B** Data/telecommunications system design including layout of outlets, rack, backbone cabling, distribution cabling and connecting hardware, raceways and grounding system.

**C** Cable Television (CATV) system including layout of devices, block/one-line diagrams and technical specifications.

**D** Security system design including electronic access control entry system and intrusion detection.

**E** Audio Visual (A/V) equipment coordination.

#### **07 Optional Services**

**A** Traffic Impact Study.

#### **08 Other References**      The following parameters further define the proposed scope of work.

**A** The anticipated duration of this scope of work is (34) calendar weeks.

**B** Master Plan Diagrams dated July 17, 2019

## **SCOPE OF SERVICES**

Based on completed Master Plan, advance the project design through production of Construction Documents. Completed documents to be ready for permit review submittal and General Contractor bidding.

#### **01 DESIGN TEAM**      S|EA’s Project Design Team is the following.

<b>A</b>	Architectural Design	Scott Edwards Architecture LLC
<b>B</b>	Civil Engineering	Harper Houf Peterson Righellis Inc.
<b>C</b>	Landscape Design	Harper Houf Peterson Righellis Inc.
<b>D</b>	Structural Engineering	WDY
<b>E</b>	Mechanical, Electrical, Plumbing and Fire Protection Engineering	Interface Engineering
<b>F</b>	Interior Design	Scott Edwards Architecture LLC
<b>G</b>	Cost Estimating	JLD Cost Consulting

## 02 PRE-DESIGN

- A** Review previously completed Master Plan and Due Diligence/Research documentation and update as required.
- B** Define project team, roles and responsibilities.
- C** Assist in discussions on “project delivery” method (competitive bid, CMGC, etc.) and Contractor selection. Decision to be determined by mid Design Development phase.
- D** Develop a project “Work Plan”, establishing the steps, sequence and timing of critical design and decision points for the project.
- C** Establish a regular meeting schedule. (Assumptions for proposal are noted under Design Development.)

**Deliverables:** Meeting schedule and minutes, project “Work Plan”.

## 03 DESIGN DEVELOPMENT

### A Design:

- 01** Verify design concept complies with intentions of the building program.
- 02** Refine the Master Plan concept through further investigation and detailing of the project scope.
- 03** Establish a general level of quality through details about materials, systems, and compliance with life safety requirements.
- 04** Develop a diagrammatic space planning layout for offices and workspaces to establish utility requirements and configuration.
- 05** Coordinate public and non-public furniture selection and layout, including style, material, and color. Develop a Furniture Schedule to summarize results.
- 06** Develop interior design and finish concept for the Administration Building.
- 07** Develop preliminary interior elevations and/or 3D imagery as required to convey design.
- 08** Develop preliminary signage scheme consisting of illuminated monument and building-mounted identification signage.
- 09** Develop Building Technology Components including Telephone, Data/telecommunications, Cable Television (CATV), Security and Audio Visual (A/V) coordination.

### B Materials Review:

- 01** Provide recommendations for construction materials, including exterior finishes and colors.
- 02** Provide recommendations for interior finish materials and colors.
- 03** Review and provide comments on furniture recommendations provided by Owners furniture vendor.
- 04** Review proposed fixtures, furnishings & equipment with Owner, including mechanical, plumbing and lighting fixtures and equipment.

### C Cost Estimating:

- 01** To be conducted at approximately 80% Design Development

### D Land Use application:

- 01** Coordinate a pre-application conference to review submittal and approval requirements.
- 02** Research, prepare and submit documents as required by Authority having Jurisdiction (AHJ) for Land Use review and approval.

### E Progress Meetings:

- 01** Monthly meeting between applicable Design Team and Owner representatives.
- 02** Weekly telephone ‘check-in’ between Project Manager and Owner Representatives.

**Deliverables:** Design Development drawings, preliminary furniture schedule, finish material board, cost estimate, Land Use review submittal and progress meeting documentation.

## 04 CONSTRUCTION DOCUMENTS

### A Document Production:

- 01 Produce technical detailing, engineering and drafting of documents required for bidding, permitting and construction.
- 02 Coordinate with independent owner sub-consultant work / specialty services as required and integrate their work into the documents package.
- 03 Finalize space planning layout of offices and workspaces and provide utility connections as appropriate.
- 04 Finalize public and non-public furniture selections and Furniture Schedule.
- 05 Develop a Fixtures, Furnishings and Equipment (FF&E) bid package to include products, specifications, and installation sequencing requirements.
- 06 Finalize interior design, finish materials and colors.
- 07 Finalize Building Technology Components including Telephone, Data/telecommunications, Cable Television (CATV), Security and Audio Visual (A/V)
- 08 Develop and incorporate project specifications.
- 09 Upon receipt of project cost estimates, modify documents per team discussion to help assure a balance between design and budget.

### B Cost Estimating:

- 01 To be conducted at approximately 70% Construction Documents
- 02 Coordinate a meeting to review cost estimate variations and establish a path for reconciliation and document modification if required.
- 03 Update 70% Construction Document Estimate based on final Documents.

### C Progress Meetings:

- 01 Monthly meeting between applicable Design Team and Owner representatives.
- 02 Weekly telephone 'check-in' between Project Manager and Owner Representatives.

### D Document Approval:

- 01 Construction Document package to be sent to Owner and Contractor for review and approval prior to bid.

**Deliverables:** Construction Document drawings and specifications, cost estimate and progress meeting documentation.

## 05 OPTIONAL SERVICES: We'll be glad to provide a proposal to complete the following optional services upon request.

### A Traffic Impact Study.

## 06 FUTURE SERVICES: When the project advances to the construction stage the following services will be provided upon request, for a fee to be established at that time.

- A Permitting – submit and manage building permit application and coordinate trade permits.
- B Bidding and Negotiations – assist and coordinate bidding and construction contract processes.
- C Contract Administration - perform on-site construction observation, shop drawing and submittal review, "punch list", and project close-out processes.

## EXCLUSIONS TO SCOPE OF SERVICE

- 01 Design Review Fees.
- 02 Permit Fees.
- 03 SDC Fees.
- 04 Traffic Impact Study.
- 05 Geotechnical investigations (soils structural report).
- 06 Topographic survey.
- 07 Infiltration testing.
- 08 Full building technology systems design.
- 09 Food Service/Kitchen design.
- 10 Fixtures, Furnishings & Equipment [FF&E] specification and design.
- 11 Sustainable certification [LEED, etc.].
- 12 Hazardous material assessment and abatement.
- 13 Special testing and inspection required by code during construction.
- 14 Record drawings following construction completion.
- 15 As-built field measuring and documentation.
- 16 3<sup>rd</sup> party Fire and Life Safety review.
- 17 3D model imagery except as described in scope of services.
- 18 Value Engineering.
- 19 Studies or surveys, unless outlined above.

## FEES

We propose to provide the services outlined above (on a Time and Materials basis with a not to exceed, for a Fixed Fee, for a Percentage of Construction Cost). Refer to the Design Fee Overview table below.

## STANDARD BILLING SCHEDULE

For additional information on Standard Billing rates, refer to 'Exhibit A' - payment.

<b>Principal</b>	\$180	per hour
<b>Project Architect</b>	\$140	per hour
<b>Project Manager</b>	\$130	per hour
<b>Interior Designer</b>	\$120	per hour
<b>Technical Staff</b>	\$90-100	per hour
<b>Graphic Support</b>	\$70-80	per hour

**DESIGN FEE OVERVIEW**

Values indicated are in thousands: \$1 = \$1,000

PHASE	Architectural S/E A	Civil H/HR	Landscaping H/HR	Structural W/DY	MEP Interface	Interior Design S/E A	Cost Estimating J/LD	Acoustic Eng. TBD	Other	TOTAL
<b>PRE-DESIGN</b>	\$5	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$5
<b>DESIGN DEVELOPMENT</b>	\$260	\$35	\$16	\$30	\$126	\$40	\$11	\$7	\$00	\$525
<b>CONSTRUCTION DOCUMENTS</b>	\$472	\$50	\$30	\$61	\$208	\$60	\$21	\$15	\$00	\$917
<b>SIGNAGE</b>	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$15	\$15
<b>LOW VOLTAGE</b>	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$24	\$24
<b>FF&amp;E</b>	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$20	\$20
<b>REIMBURSABLES</b>	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$20	\$20
<b>TOTAL</b>	<b>\$737</b>	<b>\$85</b>	<b>\$46</b>	<b>\$91</b>	<b>\$334</b>	<b>\$100</b>	<b>\$32</b>	<b>\$22</b>	<b>\$79</b>	<b>\$1,526</b>

Total Fee: One million five hundred twenty-six thousand dollars. (\$1,526,000)

**REIMBURSABLE EXPENSES**

Printing, plotting, shipping, travel, and long distance communication costs are included as defined by the DESIGN FEE OVERVIEW.

END OF DOCUMENT





## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> July 6, 2020		<b>Subject: Resolution No. 2833</b> Washington County Economic Recovery CARES Act Funding	
		<b>Staff Member:</b> Jordan Vance, Economic Development Manager	
		<b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		<b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Resolution No. 2833.			
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2833, authorizing an Intergovernmental Agreement Between Washington County and the City of Wilsonville for Reimbursement of Small Business Assistance Funds Program Expenses for Washington County Businesses.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

Whether to enter into an Intergovernmental Agreement (IGA) with Washington County in order to accept \$62,000 from Washington County (via the CARES Act) for reimbursement of money expended by the City, in the form of grants and purchases of gift cards, for the benefit of Wilsonville Washington County businesses impacted by the COVID-19 pandemic.

### Resolution No. 2833 Staff Report

**EXECUTIVE SUMMARY:**

Using federal CARES Act funds it has received, Washington County has agreed to reimburse Washington County cities, including Wilsonville, for grants or other expenses incurred by the City to assist Wilsonville/Washington County businesses impacted by the COVID-19 pandemic. The City submitted a request for expense reimbursement, in the amount of \$62,000, to Washington County. Washington County has approved reimbursement of that amount, subject to compliance with the terms of the IGA, including the attached Federal Grant Funds, 2 CFR, Part 200, Appendix II, attached hereto as **Exhibit A**.

**EXPECTED RESULTS:**

The City will receive a reimbursement check in the amount of \$62,000 from Washington County.

**TIMELINE:**

Agreement terminates on August 31, 2020.

**CURRENT YEAR BUDGET IMPACTS:**

\$62,000 returned to the general fund.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: KAK Date: 7/2/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 7/1/2020

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

Reimburses City for expenses incurred to assist small businesses in Wilsonville, Washington County, Oregon.

**ALTERNATIVES:**

Not accept the funds.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2833
  - A. Intergovernmental Agreement between Washington County and City of Wilsonville

**RESOLUTION NO. 2833**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY OF WILSONVILLE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR REIMBURSEMENT OF SMALL BUSINESS EMERGENCY ASSISTANCE.**

WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, on March 8, 2020, the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus disease (COVID-19); and

WHEREAS, on March 11, 2020, COVID-19, which spreads person-to-person through coughing, sneezing, and close personal contact, was declared a pandemic by the World Health Organization; and

WHEREAS on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency; and

WHEREAS on March 23, 2020, Oregon Governor Kate Brown issued Executive Order 20-12 (EO 20-12) which, among other things, ordered closure and prohibited operation of a wide range of businesses, restricted the operations of restaurants, bars, brew pubs, wine bars, cafes, food courts, and coffee shops, and required social distancing for other retail businesses; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including Washington County (“County”); and

WHEREAS, the County received a payment from the Fund which, subject to the requirements of the CARES Act, can be used to reimburse necessary expenses associated with the provision of economic support for small businesses; and

WHEREAS, the City of Wilsonville (“City”), in response to EO 20-12 and the COVID-19 public health threat, initiated an emergency small business grant program to assist small businesses negatively impacted by the COVID-19 pandemic, of which \$58,500 was awarded to businesses in Washington County, and established a Gift Card Purchase Program, of which \$3,500 was expended on businesses in Washington County;

WHEREAS, on June 2, 2020, the Washington County Board of Commissioners approved the distribution of \$2,500,000 from the County’s allocation of the Fund (Small Business Assistance funds) to reimburse cities within Washington County for emergency assistance grants made to small businesses; and

WHEREAS the City has requested a \$62,000 distribution from the Small Business Assistance funds to cover expenses already incurred or to be incurred in the form of emergency assistance grants to small businesses within the City’s jurisdictional boundaries; and

WHEREAS, the County desires to provide the City a portion of the Small Business Assistance funds to reimburse the City for unbudgeted expenses for emergency assistance grants and other small business assistance needs made necessary by the COVID-19 public health threat;

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

1. The Mayor of the City of Wilsonville is authorized to enter into the Intergovernmental Agreement Between Washington County and the City of Wilsonville, attached hereto as **Exhibit A**, for reimbursement of COVID-19 related expenses in the amount of \$62,000.00.
2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6<sup>th</sup> day of July 2020, and filed with the Wilsonville City Recorder this date.

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TIM KNAPP, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

Exhibit:

- A. Intergovernmental Agreement Between Washington County and City of Wilsonville

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN WASHINGTON COUNTY AND CITY OF WILSONVILLE**  
For Reimbursement Program and Small Business Assistance

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered between WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "County", and City of Wilsonville, an Oregon municipal corporation, acting by and through its City Council, hereinafter referred to as “City.” County and City may be jointly referred to herein as the “Parties” or individually as a “Party.”

**RECITALS**

1. WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, on March 8, 2020 the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus disease (COVID-19); and
3. WHEREAS, on March 11, 2020, COVID-19, which spreads person-to-person through coughing, sneezing and close personal contact, was declared a pandemic by the World Health Organization; and
4. WHEREAS on March 13, 2020 the President of the United States declared the COVID-19 outbreak a national emergency; and
5. WHEREAS on March 23, 2020, Oregon Governor Kate Brown issued Executive Order 20-12 (EO 20-12) which, among other things, ordered closure and prohibited operation of a wide range of businesses, restricted the operations of restaurants, bars, brew pubs, wine bars, cafes, food courts and coffee shops, and required social distancing for other retail businesses; and
6. WHEREAS, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the County; and
7. WHEREAS, the County received a payment from the Fund which, subject to the requirements of the CARES Act, can be used to reimburse necessary expenses associated with the provision of economic support for small businesses; and
8. WHEREAS, the City, in response to EO 20-12 and the COVID-19 public health threat, initiated an emergency small business grant program to assist small businesses negatively

impacted by the COVID-19 pandemic, of which \$58,500 was awarded to businesses in Washington County and established a Gift Card Purchase Program, of which \$3500 was expended on businesses in Washington County;

9. WHEREAS, on June 2, 2020, the Washington County Board of Commissioners approved the distribution of \$2,500,000.00 from the County's allocation of the Fund (Small Business Assistance funds) to reimburse cities within Washington County for emergency assistance grants made to small business; and
10. WHEREAS the City has requested a \$62,000 distribution from the Small Business Assistance funds to cover expenses already incurred or to be incurred in the form of emergency assistance grants to small business within the City's jurisdictional boundaries; and
11. WHEREAS, the County desires to provide the City a portion of the Small Business Assistance funds to reimburse the City for unbudgeted expenses for emergency assistance grants and other small business assistance needs made necessary by the COVID-19 public health threat;

### **AGREEMENT**

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions and covenants set forth below, the parties agree as follows:

#### **Article 1 COUNTY OBLIGATIONS**

- 1.1 County shall distribute \$62,000.00 from the Small Business Assistance funds within fourteen days of receipt of invoice for actual incurred expenses up to the same amount from City.

#### **Article 2 CITY OBLIGATIONS**

- 2.1 City may invoice the County for up to \$62,000.00 of the Small Business Assistance funds for actually incurred eligible expenditures.
- 2.2 City will ensure all expenditures covered by the Small Business Assistance funds will be for programs and program costs that comply with the CARES Act. City understands and agrees that while a broad range of activities, services and programs may be authorized under the CARES Act, the County recommends City only cover expenditures tailored to assist small businesses in need of such assistance as allowed by the CARES Act. In any case, the City agrees not to cover its own expenditures that may otherwise be eligible expenditures under the CARES Act with the Small Business Assistance funds.
- 2.3 CITY will ensure the monies provided from the Small Business Assistance funds:

- 2.3.1 Cover only and exclusively those expenditures and costs already incurred or to be incurred and:
  - 2.3.2 Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19 within the meaning the CARES Act; and
  - 2.3.3 Were not accounted for in the City's most recently approved budgets as of March 27, 2020; and
  - 2.3.4 Were incurred during the period that begins March 8, 2020 and ends on July 31, 2020.
- 2.4 City will not use any of the Small Business Assistance funds provided by the County as a revenue replacement for lower than expected tax or other revenue collections or for any other purpose not allowed by the CARES Act.
- 2.5 City will ensure all use of the Small Business Assistance funds will adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. City will review the guidance established by the U.S. Department of Treasury and will warrant that all expenditures have met the required guidance.
- 2.6 City will not use the Small Business Assistance funds for expenditures for which the City has already received any other emergency COVID-19 supplemental funding for the same expenditure.
- 2.7 In the event City uses the Small Business Assistance funds to reimburse expenditures for a qualifying small business assistance program or expense and subsequently receives additional emergency COVID-19 supplemental funding to reimburse the City for the same qualified expended small business assistance program or expense, the City will return to the County an amount equal to the Small Business Assistance funds the City used to reimburse expenditures for the same program or expense. The return of Small Business Assistance funds from the City to the County will occur within thirty (30) days of receipt of the additional supplemental funds.
- 2.8 City will retain all necessary documentation of all uses of the Small Business Assistance funds including but not limited to invoices and receipts in a manner consistent with §200.333 *Retention requirements for records of 2 CFR 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be promptly produced to the County upon request and may be subject to audit by the County or County's authorized agent.
- 2.9 City will comply with all terms in Attachment R, Federal Grant Funds, 2 CFR Part 200, Appendix II.



**Article 3 GENERAL PROVISIONS**

**3.1 LAWS OF OREGON**

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

**3.2 DEFAULT**

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

**3.3 INDEMNIFICATION**

This Agreement is for the benefit of the parties only. City agrees to indemnify and hold harmless the County, and its elected officials, directors, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). City shall give County prompt written notice of any action or suit filed or any claim made against the County that may result in litigation in any way related to this Agreement. County retains the right, in its discretion, to defend any action with Counsel of this choosing.

**3.4 INSURANCE**

City shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

**3.5 MODIFICATION OF AGREEMENT**

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both Parties. The Parties agree that this Agreement may require modification as additional guidance becomes available.

**3.6 DISBURSEMENTS REMAIN SUBJECT TO RECOVERY**

All disbursements and payments under this Agreement, remain subject to recovery from City in accordance with the following:

i. Notice of Underexpenditure, Overexpenditure, or Misexpenditure.

If County finds there has been an underexpenditure, overexpenditure or misexpenditure of moneys disbursed under this Agreement, County shall provide City with written notice thereof, with a detailed spreadsheet providing supporting data of an underexpenditure, overexpenditure or misexpenditure, and County and City shall engage in the process described in the Recovery of Underexpenditure, Overexpenditure or Misexpenditure section below.

ii. Recovery of Underexpenditure, Overexpenditure or Misexpenditure.

(a) City's Response. City shall have 90 calendar days from the effective date of the notice of underexpenditure, overexpenditure or misexpenditure or from the date of receipt of the notice, whichever is later, to pay County in full or notify County that it wishes to engage in the appeals process set forth in the Appeals Process section below. If City fails to respond within that 90 calendar-day time period, City shall promptly pay the noticed underexpenditure, overexpenditure or misexpenditure.

(b) Appeals Process. Upon receipt of the final notice, if City notifies County that it wishes to engage in the Appeals Process, City and County shall engage in non-binding discussions to give the City an opportunity to present reasons why it believes that there was no underexpenditure, overexpenditure or misexpenditure, or that the amount of the underexpenditure, overexpenditure or misexpenditure was different than the amount identified by County, and to give County the opportunity to reconsider its notice. City and County may negotiate an appropriate apportionment of responsibility for the repayment of an underexpenditure, overexpenditure or misexpenditure. At City request, County will meet and negotiate with City in good faith concerning appropriate apportionment of responsibility for repayment of an underexpenditure, overexpenditure or misexpenditure. In determining an appropriate apportionment of responsibility, City and County may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If County and City reach agreement on the amount owed to County, City shall promptly repay that amount to County by issuing payment to County. If County and City are unable to agree to whether there has been an underexpenditure, overexpenditure or misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including mediation and arbitration.

### 3.7 DISPUTE RESOLUTION

The Parties shall attempt to informally resolve any dispute concerning any Party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

### 3.8 REMEDIES

Subject to the provisions in paragraph 3.6 and 3.7, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

### 3.9 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

### 3.10 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

### 3.11 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

## **Article 5 TERM OF AGREEMENT and SURVIVAL**

- 5.1 This Agreement becomes effective on the last date signed below and shall terminate on August 31, 2020, unless extended by mutual written consent of the Parties.

5.2 City Obligations 2.7, 2.8 and 2.9 and General Provisions 3.3, 3.6 and 3.8 shall survive termination or expiration of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

**WASHINGTON COUNTY, OREGON**

**CITY OF WILSONVILLE,  
OREGON**

\_\_\_\_\_  
CAO

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECORDING SECRETARY

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
Cortney Duke-Driessen  
Sr. Assistant County Counsel

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> July 6, 2020		<b>Subject: Resolution No. 2830</b> Supplemental Budget Adjustment	
		<b>Staff Member:</b> Keith Katko, Assistant Finance Director	
		<b>Department:</b> Finance	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: July 6, 2020 <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Resolution No. 2830.			
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2830.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A supplemental budget resolution for the FY2020-21 budget year.

### Resolution No. 2830 Staff Report

N:\City Recorder\Workspace - Council Items\Resolution No. 2830\Resolution No. 2830 Staff Report.docx

**EXECUTIVE SUMMARY:**

Oregon’s Local Budget Law allows the Council to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. A transfer resolution moves expenditures from one category to another within a specific fund and does not increase the overall budget that was approved during the annual budget process. A supplemental budget adjustment can impact the budget by increasing revenues and/or expenditures. The supplemental adjustment can also recognize expenditures that exceed 10% of the adopted budget expenditures or 15% of the adopted contingency in a fund.

The first supplemental of the fiscal year will recognize the impact to personal services for the newly approved union contracts. In addition, the supplemental also recognizes the City’s new PERS rate that will be reduced by 2.86% effective July 1, 2020. The reduction is due to the impact of the City’s contribution to the PERS side account last year in the amount of \$3.4M and the 25% match received from the State.

**EXPECTED RESULTS:**

As stated in the Fiscal Management Policies, the City shall amend its annual budget in accordance with Oregon local budget law. The supplemental budget adjustment is adopted by the Council at a regularly scheduled meeting. Convening the budget committee is not required.

**TIMELINE:**

As required by Local Budget Law, a notice for the public hearing has been published in Pamplin Media, formerly known as the Wilsonville Spokesman. The notice was published on Wednesday, July 1, 2020. Adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2021.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 6/20/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 6/30/2020

**COMMUNITY INVOLVEMENT PROCESS:**

As required by Local Budget Law, a notice for the public hearing has been published in Pamplin Media, formerly Wilsonville Spokesman. The notice has also been published on the City’s website. As the accompanying resolution is a budget adjustment, a public hearing must be part of the adoption process.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

The amended budget provides for the delivery of services and construction of capital projects throughout the community.

**ALTERNATIVES:**

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess of expenditures over appropriations in the Comprehensive Annual Financial report.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Supplemental Budget Adjustments
2. Resolution No. 2830
  - A. Need, Purpose And Amount: Detail By Fund & Category

# City

## Attachment #1-Supplemental Budget Adjustments

### Budget Requests -Non-Capital Project Related

Personal Services	Wages-Contract	PERS Reduction	Total Supplemental
Administration	\$ 16,300	(18,280)	(1,980)
Finance	32,150	(21,670)	10,480
IS	18,510	(13,240)	5,270
Legal	5,780	(12,270)	(6,490)
Human Resources	9,460	(9,730)	(270)
MuniCourt	2,960	(2,700)	260
Public Works Admin	9,940	(11,170)	(1,230)
Facilities	17,620	(13,240)	4,380
Parks Maintenance	19,570	(14,670)	4,900
Parks & Recreation	17,740	(18,040)	(300)
Library	38,430	(29,790)	8,640
Fleet	16,140	(13,760)	2,380
Building Inspectin	15,810	(18,480)	(2,670)
CD Administration	11,120	(7,520)	3,600
Engineering	31,060	(33,260)	(2,200)
Planning	25,170	(17,820)	7,350
Roads	8,790	(6,860)	1,930
Transit	83,280	(73,450)	9,830
Water	9,330	(10,610)	(1,280)
Sewer	9,010	(4,590)	4,420
PreTreatment	2,940	(1,840)	1,100
Storm Water	6,220	(4,740)	1,480
<b>Total Increase to Personal Services</b>			<b>49,600</b>



**RESOLUTION NO. 2830**

**A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET  
ADJUSTMENT FOR FISCAL YEAR 2020-21.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2020-21 by Resolution 2815; and,

WHEREAS, certain expenditures are expected to exceed the original adopted budget in some of the City's funds and budgetary transfers are necessary within these funds to provide adequate appropriation levels to expend the unforeseen costs; and,

WHEREAS, ORS 294.463 provides that a city may adjust appropriations within appropriation categories provided the enabling resolution states the need for the adjustment, purpose of the expenditure and corresponding amount of appropriation; and,

WHEREAS, all transfers from contingencies within the fiscal year to date that exceed fifteen percent (15%) of the fund's total appropriations, are included in the supplemental budget adjustment request; and,

WHEREAS, all expenditure transfers within the fiscal year to date in aggregate exceed ten percent (10%) of the fund's total expenditures, are included in the supplemental budget adjustment request; and,

WHEREAS, consistent with local budget law and based upon the foregoing, the staff report in this matter and public hearing input, the public interest is served in the proposed supplemental budget adjustment,

WHEREAS, to facilitate clarification of the adjustments in this resolution, Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed transfer of budget appropriation and the purpose of the expenditure.

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

The City amends and adjusts the estimated revenues and appropriations within the funds and categories delineated and set forth in Attachment A, attached hereto and incorporated by reference herein as if fully set forth.

This resolution becomes effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 6<sup>th</sup> day of July 2020 and filed with Wilsonville City Recorder this same date.

---

Tim Knapp, Mayor

ATTEST:

---

Kimberly Veliz, City Recorder

**SUMMARY OF VOTES:**

Mayor Knapp  
Councilor President Akervall  
Councilor Lehan  
Councilor West  
Councilor Linville

Attachment:

A. Need, Purpose And Amount: Detail By Fund & Category

## ATTACHMENT A

### NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY

	Current Appropriations	Change in Appropriations	Amended Appropriations
<b>General Fund</b>			
Administration	\$ 1,795,674	\$ (1,980)	\$ 1,793,694
Finance	1,499,232	10,480	1,509,712
IS	1,161,294	5,270	1,166,564
Legal	715,187	(6,490)	708,697
Human Resources	857,600	(270)	857,330
MuniCourt	236,035	260	236,295
Public Works Admin	664,191	(1,230)	662,961
Facilities	1,275,450	4,380	1,279,830
Parks Maintenance	1,711,451	4,900	1,716,351
Parks & Recreation	1,609,649	(300)	1,609,349
Library	2,112,380	8,640	2,121,020
Contingency	9,036,936	(23,660)	9,013,276
Net change in requirements	\$ 22,675,079	\$ -	\$ 22,675,079
The increase requested reflects the financial impact of the one-year union contract extensions recently approved by Council. The request also recognizes a 2.86% reduction in the City's PERS rate, the direct result of actions taken last fiscal year.			
<b>Building Fund</b>			
Building	\$ 1,249,767	\$ (2,670)	\$ 1,247,097
Contingency	1,415,051	2,670	1,417,721
Net change in requirements	\$ 2,664,818	\$ -	\$ 2,664,818
The increase requested reflects the financial impact of the one-year union contract extensions recently approved by Council. The request also recognizes a 2.86% reduction in the City's PERS rate, the direct result of actions taken last fiscal year.			
<b>Community Development Fund</b>			
CD Administration	\$ 610,730	\$ 3,600	\$ 614,330
Engineering	2,161,137	(2,200)	2,158,937
Planning	1,147,627	7,350	1,154,977
Contingency	227,279	(8,750)	218,529
Net change in requirements	\$ 4,146,773	\$ -	\$ 4,146,773
The increase requested reflects the financial impact of the one-year union contract extensions recently approved by Council. The request also recognizes a 2.86% reduction in the City's PERS rate, the direct result of actions taken last fiscal year.			
<b>Road Operating Fund</b>			
Road Operating	\$ 894,918	\$ 1,930	\$ 896,848
Contingency	1,965,633	(1,930)	1,963,703
Net change in requirements	\$ 2,860,551	\$ -	\$ 2,860,551
The increase requested reflects the financial impact of the one-year union contract extensions recently approved by Council. The request also recognizes a 2.86% reduction in the City's PERS rate, the direct result of actions taken last fiscal year.			
<b>Fleet Fund</b>			
Fleet	\$ 1,528,226	\$ 2,380	\$ 1,530,606
Contingency	806,511	(2,380)	804,131
Net change in requirements	\$ 2,334,737	\$ -	\$ 2,334,737
The increase requested reflects the financial impact of the one-year union contract extensions recently approved by Council. The request also recognizes a 2.86% reduction in the City's PERS rate, the direct result of actions taken last fiscal year.			
<b>Transit Fund</b>			
Transit	\$ 8,994,489	\$ 9,830	\$ 9,004,319
Contingency	4,651,450	(9,830)	\$ 4,641,620
Net change in requirements	\$ 13,645,939	\$ -	\$ 13,645,939
The increase requested reflects the financial impact of the one-year union contract extensions recently approved by Council. The request also recognizes a 2.86% reduction in the City's PERS rate, the direct result of actions taken last fiscal year.			

**ATTACHMENT A**  
**NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY**

	Current Appropriations	Change in Appropriations	Amended Appropriations
<b>Water Operating Fund</b>			
Water Operations	\$ 1,552,123	\$ (1,280)	\$ 1,550,843
Contingency	16,671,329	1,280	16,672,609
Net change in requirements	\$ 18,223,452	\$ -	\$ 18,223,452
The increase requested reflects the financial impact of the one-year union contract extensions recently approved by Council. The request also recognizes a 2.86% reduction in the City's PERS rate, the direct result of actions taken last fiscal year.			
<b>Sewer Operating Fund</b>			
Sewer Operations	\$ 982,929	\$ 4,420	\$ 987,349
Sewer Pretreatment	117,187	1,100	118,287
Contingency	14,125,618	(5,520)	14,120,098
Net change in requirements	\$ 15,225,734	\$ -	\$ 15,225,734
The increase requested reflects the financial impact of the one-year union contract extensions recently approved by Council. The request also recognizes a 2.86% reduction in the City's PERS rate, the direct result of actions taken last fiscal year.			
<b>Stormwater Operating Fund</b>			
Stormwater Operations	\$ 1,051,053	\$ 1,480	\$ 1,052,533
Contingency	2,667,146	(1,480)	2,665,666
Net change in requirements	\$ 3,718,199	\$ -	\$ 3,718,199
The increase requested reflects the financial impact of the one-year union contract extensions recently approved by Council. The request also recognizes a 2.86% reduction in the City's PERS rate, the direct result of actions taken last fiscal year.			