

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Water Distribution System Master Plan Project (“Project”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Water Systems Consulting, Inc.**, a California 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 provide a comprehensive master plan of the City’s water distribution system and storage facilities according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2027, 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, but the City will not be responsible for any additional costs as a result of the Force Majeure event. 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, except when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute, upon fourteen (14) days' prior written notice to the City. 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 FOUR HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-SEVEN DOLLARS (\$498,837), 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 Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

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**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any additional services beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum 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, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

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 2024-25. 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 Scott Duren. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms,

contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. The City hereby agrees that Consultant will contract with GSI Water Solutions, Inc. to provide its groundwater analysis services, Shannon and Wilson Inc. to provide its geotechnical analysis services, Norton Corrosion Limited LLC to provide its corrosion analysis services, and Confluence Engineering Group LLC to provide its water quality analysis services, all of which are a critical part 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. 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. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved,

in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 17** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

10.3. Consultant shall be responsible for and defend (to the extent covered by General Liability insurance), indemnify, and hold the City harmless against, any liability, cost, or damage arising out of a third party claim, to the extent caused by 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.

10.4. 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, subject to the exercise of the Standard of Care, so that conflicts can be avoided. Notwithstanding any clause in this Agreement to the contrary, Consultant expressly disclaims all express or implied warranties and guarantees with respect to the quality of performance of professional services.

10.5. 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

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.

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., provided that Consultant has been paid all uncontested amounts due and owing on its invoices. 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 caused, directly or indirectly, by its performance of this Agreement, and shall defend (to the extent covered by General Liability insurance), indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any third party action, suit, or claim, to the extent caused, directly or indirectly, by Consultant's negligent acts, omissions, or errors, or its 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, willful or negligent violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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 must 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 or subcontractors with which Consultant contracts for any portion of 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 of 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 and aggregate. Consultant shall maintain this insurance for damages alleged to be as a result of negligent errors, omissions, or acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any services 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 Commercial General Liability, Automobile Liability, and Excess Liability 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 any of 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, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Consultant fails to cure prior to expiration of the cure period, the Agreement is automatically terminated.

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

All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, 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.

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, Senior Civil Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Water Systems Consultants, Inc.
Attn: Scott Duren
4640 S Macadam Avenue, Suite 110
Portland, OR 97239

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 or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

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 exercise the Standard of Care to 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. Jurisdiction and 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:

WATER SYSTEMS CONSULTANTS, INC.

CITY OF WILSONVILLE

By: _____

Scott Duren
As Its: Vice President

EIN/Tax I.D. No. 26-1507694

By: _____

Bryan Cosgrove
As Its: City Manager

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney
City of Wilsonville, Oregon

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water distribution/master plan/doc/psa water distribution system mp~wsc (t4).docx

Task 0 Project Management

0.1 Project Administration

- Prepare Project Administration Plan template for use in guiding progress and schedule discussions, capturing action items, and documenting decisions. A draft template will be provided prior to the project kickoff meeting and updated biweekly to keep the City PM informed on the progress of the project.
- Prepare monthly progress reports to be submitted with each invoice. It is assumed that the project duration is 20 months.

0.2 Coordination Meetings

- Prepare materials for and facilitate monthly project conference calls / progress meetings with City and Consultant Project Managers attending. Purpose of meetings will be to review project progress, discuss challenges and findings, and review early study results. A total of 18 meetings will be held over the duration of the project with each meeting assumed to be 30 minutes in duration.
- Conduct internal coordination meetings amongst the Consultant team to coordinate schedule, task assignments, and collaboration on progressing the analysis and deliverables described in this scope of work. A total of 18 monthly coordination meetings are assumed with each meeting 30 minutes in duration.

0.3 Quality Assurance and Quality Control (QA/QC)

- Perform quality control reviews of all deliverables to the District.

Deliverables:

- (1) Project Administration Plan (updated biweekly)
- (2) Meeting Agenda and Handouts
- (3) Meeting Summaries
- (4) Monthly Progress Reports and Invoices

Assumptions:

- (1) Project duration is 20 months, with 18 months of active preparation requiring coordination meetings

Task 1 Data Collection and Verification

1.1 Project Kickoff Meeting

- Prepare and submit a data request log to the City for review prior to the kick-off meeting.
- Plan and lead a project kickoff meeting to review project scope and tasks, and to confirm specific requirements of the Water System Master Plan. The kickoff meeting will capture critical success factors for the project, review available data sources, project schedule, and identify responsibilities for both WSC and the City.
- Summarize key decisions and action items in meeting minutes.

1.2 Conduct Staff Interviews

- Interview City personnel familiar with the water system to collect information regarding the operation and maintenance of the system and determine the existence of known deficiencies, if any. Interviews will be conducted virtually with an assumed 30 minute duration with the following individuals:
 - Public Works (including Operations Superintendent and representatives of distribution system operations)
 - Fire District (to be completed as an emailed list of survey questions)
- Develop asset inspection sheets for City Operations Staff to visit and perform onsite inspection for specific facilities to collect information on the water system, or other data necessary for the proposed work. It is assumed no hours will be necessary for Consultant to perform onsite inspection work.
- Visit each backup groundwater well site to document existing conditions and to evaluate the accessibility for well maintenance and inspection equipment.

1.3 Collect and Review Mapping and System Data

- Prepare a data request for information required to complete the Water System Master Plan. This includes but is not limited to:
 - GIS layers,
 - AutoCAD record drawing files,
 - Updates to the distribution system hydraulic model (in Innovyze Infowater format),
 - Water right documentation,
 - Intergovernmental agreements with adjacent water providers,
 - Water quality sampling and reporting,
 - Previous planning documents including past master plans,
 - System components, inventories, and set points,
 - Supervisory control and data acquisition historian archive data,
 - Analysis criteria and desired levels of service,
 - Water supply / source alternatives,

- Water utility billing data,
- Deficiencies, documented leaks, and repair data,
- Existing levels of service,
- Capital and operating budgets.
- Data request will be tracked and updated in a data request log as part of the PAP.
- Review relevant documents provided by the City. Identify data gaps and a process to eliminate gaps sufficiently to complete a comprehensive water system model and master plan.

1.4 Prepare Draft Chapter 1 & 2 – Introduction and Existing Water System

- Prepare a draft Chapter 1 – Introduction of the Water System Master Plan based on information collected in Task 2 to include:
 - Water Master Plan Purpose
 - Study Area Background
 - Need for Plan
 - Previous Work
 - Scope of Work
- Prepare a draft Chapter 2 – Existing Water System of the Water System Master Plan based on information collected in Task 2 to include:
 - Current and future water service area description and boundary definition
 - Existing pressure zone characteristics and boundary definitions
 - Inventory of existing facilities (source and treatment, water rights, groundwater supply wells, reservoirs, pump stations, pressure reducing valves, transmission and distribution piping, and fire hydrants)
 - Describe existing levels of service for the water system
- Review written comments on draft chapter and prepare a response to comments table to identify those comments that require further discussion to adequately resolve
- Conduct a review meeting with City staff to discuss and resolve comments on the draft chapter
- Update response to comment table and a meeting summary to document the planned revisions to the chapter

Deliverables:

- (1) Data Request Log
- (2) Asset Inspection Sheet Template
- (3) Kickoff Meeting Agenda and Summary Notes
- (4) Draft Chapters for City review
- (5) Draft response to comments table for review meeting
- (6) Final response to comments table and review meeting summary

Assumptions:

- (1) Kick-off meeting will be held in-person at Wilsonville City Hall and will be two hours in duration
- (2) Staff interviews will be conducted virtually and will be one hour in duration for each individual interview
- (3) Site visits and data collection of existing facilities to be performed by City Staff.
- (4) City staff will escort and provide well facility access to GSI for well site visits
- (5) Draft chapter review meeting will be held virtually and will be one hour in duration

Task 2 Regulatory Requirements

2.1 Establish Level of Service Goals

- Review existing master plan and other available documents to identify existing levels of service.
- Identify and recommend new level of service categories that could be considered for the WSMP update, including but not limited to:
 - Emergency Supply
 - Seismic Resiliency
- Conduct a workshop with City staff to review existing and potential levels of service for use in system evaluations.
- Document findings from the workshop with meeting minutes.

2.2 Regulatory Requirements

- Conduct an interview with Oregon Health Authority staff to evaluate if water quality requirements can be modified if a well is only used for emergency backup purposes and summarize in an email to City
- Prepare a draft Chapter 3 – Regulatory Requirements and Water Quality based on information collected in Task 1 to include:
 - Summary of water regulations applicable to the City water system
 - Summary of existing water quality sampling program and ability to comply with existing regulations
- Review written comments on draft chapter and prepare a response to comments table to identify those comments that require further discussion to adequately resolve
- Conduct a review meeting with City staff to discuss and resolve comments on the draft chapter
- Update response to comment table and a meeting summary to document the planned revisions to the chapter

Deliverables:

- (1) Workshop meeting minutes and materials
- (2) Draft Chapter for City review
- (3) Draft response to comments table for review meeting

- (4) Final response to comments table and review meeting summary

Assumptions:

- (1) City is generally in compliance with current regulations
- (2) OHA will be available and willing to discuss requirements for emergency backup wells
- (3) Review meeting duration is assumed to be 2-hours
- (4) Levels of service workshop is assumed to be 2-hours

Task 3 Water Demand

3.1 Existing Production

- Review historical water production records and determine average system-wide water production over the past 5 years (2019-2024).
- Identify maximum day and peak hour water production for the period of available records (2019 and 2024) and develop seasonal water use trends.

3.2 Existing Usage

- Review and calculate system-wide water demands for average day, maximum day, and peak hour from water billing data.
- Estimate nonrevenue water volume (water loss) based on comparisons of customer billing and production master meter records.
- Geospatially allocate demands for users within the service area to correspond with meter location.
- Identify seasonal factors and magnitudes for fluctuations in existing usage

3.3 Develop Water Demand Forecast

- Review previous estimates of per capita demand factors and meter records for user categories including residential, commercial, industrial, and institutional to update unit demand factors for each category and to develop peak hour demands.
- Review City's Housing Needs and Capacity Assessment and Economic Opportunities Analysis to develop updated growth projections
- Review Frog Pond, Basalt Creek, and other development area master plans to confirm and align growth assumptions for these areas
- Work with the City to refine and clarify assumptions for future development within the Urban Growth Reserve areas, in particular for the area between Wilsonville and Tualatin
- Develop updated population and demand projections for 20-year planning horizon across the water service area and determine the forecasted water demand for the 20-year planning horizon and buildout conditions based on the available planning documents.

3.4 Prepare Draft Chapter 4 – Water Demand

- Prepare a draft Chapter 4 – Water Demand to include:
 - A summary of existing production records
 - A summary of existing demands
 - Estimation of nonrevenue water within the system
 - Description of population forecasts for water service area
 - Description of other factors impacting future demands
- Review written comments on draft chapter and prepare a response to comments table to identify those comments that require further discussion to adequately resolve
- Conduct a review meeting with City staff to discuss and resolve comments on the draft chapter
- Update response to comment table and a meeting summary to document the planned revisions to the chapter

Deliverables:

- (1) Draft Chapter for City review
- (2) Draft response to comments table for review meeting
- (3) Final response to comments table and review meeting summary

Assumptions:

- (1) Monthly water production records will be provided by City
- (2) Water billing data will be provided by City
- (3) City will provide most recent buildable lands inventories and assumptions related to urban growth reserve areas for use in demand projection
- (4) Review meeting duration is assumed to be 2-hours

Task 4 Water Storage

4.1 Storage Evaluation

- Evaluate current storage and supply capacities and assess if they meet operational and regulatory requirements for average day, maximum day + fire flow, and peak hour demand identified in Task 3.

4.2 Prepare Draft Chapter 5 – Water Storage

- Prepare a draft Chapter 5 – Water Storage to include:
 - A summary of existing and potential future deficiencies
 - A summary of recommended capital improvements
 - A summary of recommended operational improvements
- Review written comments on draft chapter and prepare a response to comments table to identify those comments that require further discussion to adequately resolve

- Conduct a review meeting with City staff to discuss and resolve comments on the draft chapter
- Update response to comment table and a meeting summary to document the planned revisions to the chapter

Deliverables:

- (1) Draft Chapter for City review
- (2) Draft response to comments table for review meeting
- (3) Final response to comments table and review meeting summary

Assumptions:

- (1) City will provide record drawings and capacity for existing storage facilities including the recently completed Westside Level B reservoir
- (2) Review meeting duration is assumed to be 1-hour

Task 5 Hydraulic Model Update

5.1 Water Model Update

- Identify gaps in mapping or system data and provide recommendations to City for field data collection to confirm and update within model.
- Update the model with new water system projects that have been completed within the City since the most recent update.
- Assign water demands for the following scenarios into hydraulic model:
 - Current conditions
 - 20-year planning horizon
- Develop hydraulic model scenarios for up to 5 historical hydrant calibration tests and adjust model parameters to obtain pressure and flow results to within 5-10 percent of documented field testing of hydrants.
- Conduct a workshop with City staff to present the hydraulic model results under existing conditions to determine if model output is consistent with operational observations and to identify any adjustments.
- Prepare recommendations for additional field calibration, if necessary, based on findings from workshop.

5.2 Hydraulic Model Development Documentation

- Prepare a draft written technical memorandum to document the following:
 - Data used in updating the hydraulic model
 - Assumptions required when data was not available
 - File naming conventions
 - Calibration results and procedures
 - General descriptions of modeling conventions to aid future model users

- Review written comments on draft technical memorandum and incorporate resolutions into a final technical memorandum.

Deliverables:

- (1) Model Calibration Plan
- (2) Hydraulic Model Development TM

Assumptions:

- (1) Field Data Collection / Mapping Efforts will be completed by City Staff
- (2) City personnel shall assist in performing hydrant flow testing, and will be responsible for supplying tools and equipment required for testing
- (3) Consultant will plan and attend testing at up to four locations within the City distribution system
- (4) 1 day is assumed to conduct field data collection

Task 6 Water Delivery

6.1 Evaluate Distribution System

- Evaluate the distribution system using the updated hydraulic model to determine the system's capacity to delivery water under peak hour demand and maximum day demand with fire flow conditions. The following model scenarios will be evaluated:
 - Existing demand conditions
 - 20-year growth projection demand conditions
 - Buildout growth projection demand conditions
- Review distribution system to assess the ability meet the desired levels of service and identify all deficiencies discovered in the distribution system.
- Review pump station capacity to assess the ability to meet each demand scenario.
- Identify locations where parallel water mains exist and there are opportunities to transfer water services and abandon redundant water mains.
- Conduct a workshop to review results and confirm distribution system levels of service are appropriate, including up to two alternative level of service modifications
- Prepare meeting minutes to document the workshop findings and recommendations
- Use hydraulic model to identify recommended distribution system improvements to address existing and future level of service deficiencies

6.2 System Condition Assessment

- Assess current City data related to materials, age, condition, repairs, and other relevant condition data for water system assets.
- Develop a risk-based rating system to apply to the water system assets using data that is currently available for City water system assets. The rating system will rank

each asset based on the product of the likelihood of failure and the consequence of failure.

- Develop an asset renewal plan to assess, refurbish, and replace existing assets, prioritized based on risk, as assets reach the end of their remaining useful life.
- Review recommendations for asset renewal with engineering and operations during a biweekly progress meeting.

6.3 Corrosion Risk Mapping

- Norton Corrosion will attempt to gather and review pipeline data from utilities within the City that have impressed currents, such as steel natural gas mains, high-voltage electricity, or other sources.
- Norton Corrosion will review past cathodic protection reports and soil information from past work within the City
- Review known wetlands within the City GIS data and groundwater level data throughout the City to determine areas where existing water mains may be below the seasonal water table elevations
- Develop weighted criteria for ranking and prioritizing existing City pipelines with elevated risk associated with stray currents or exposure to groundwater. Criteria may include:
 - Proximity to impressed currents
 - Proximity to high groundwater
 - Proximity to soil types known to be more corrosive for metallic pipelines
 - Depth of pipeline
 - Pipeline material
 - Pipeline age
 - Pipeline diameter or criticality to the water system
 - Consequences of failure for pipelines such as traffic or other public impacts
- Prepare a corrosion risk map to indicate and prioritize pipelines within the existing system with increased risk from corrosion
- Recommend additional field testing to confirm risk factors as described in Optional Task 4.0. Recommendations will be provided during a biweekly progress meeting.

6.4 Prepare Draft Chapter 6 – Water Delivery

- Prepare a draft Chapter 6 – Water Distribution System to include:
 - A summary of existing and potential future deficiencies
 - A summary of recommended capital improvements
 - A summary of recommended operational improvements
- Review written comments on draft chapter and prepare a response to comments table to identify those comments that require further discussion to adequately resolve

- Conduct a review meeting with City staff to discuss and resolve comments on the draft chapter
- Update response to comment table and a meeting summary to document the planned revisions to the chapter

Deliverables:

- (1) Agenda and meeting minutes for workshops & meetings
- (2) Draft Chapter for City review
- (3) Draft response to comments table for review meeting

Assumptions:

- (1) City will provide data for population of condition database
- (2) Review meeting duration is assumed to be 2-hours

Task 7 Emergency Supply Alternatives

7.1 Emergency Backup Well Strategy

- Using the summary of existing facilities and demand projections from previous tasks, identify the potential deficit or surplus of groundwater supply available under emergency conditions.
- Conduct a workshop, facilitated by GSI and WSC, to collaboratively identify the viability criteria for emergency backup wells, site-specific factors that could affect maintenance programs, and key decisions that will impact strategy development.
- Develop a menu of well maintenance options for existing wells that are identified as necessary for emergency supply, including pros and cons of each option and triggers that would adjust maintenance schedules based on performance testing and/or water quality sampling.
- Develop capital improvement project recommendations for future assessment of up to 4 wells that have not yet been assessed, including costs for down-hole videos, performance testing, and water quality sampling.

7.2 Existing Intertie Evaluation

- Review the available record drawings for existing configuration of the existing intertie with the City of Tualatin
- Conduct one meeting with City of Wilsonville and Tualatin staff to discuss limitations, capacity, and operational requirements for intertie.
- Summarize considerations of the feasibility for use of intertie including costs of implementation and potential for emergency capacity

7.3 Improved Redundancy Within the City

- Identify areas within the City that are most vulnerable to isolation from the water system in an emergency event, such as the Charbonneau area, that could benefit from improved redundancy
- Develop up to two alternatives for building redundancy into existing water system components for high-risk areas.

7.4 Alternatives Evaluation

- Prepare conceptual exhibits for each alternative emergency supply alternative
- Conduct a workshop with City staff to review conceptual alternatives and to provide comments for refinement and/or revision
- Refine the alternative concepts to incorporate City comment and prepare conceptual cost estimates
- Conduct a workshop with City staff to compare alternatives and to identify a preferred emergency supply concept

7.5 Emergency Supply Alternatives Chapter

- Prepare a draft Chapter 7 – Emergency Supply to include:
 - A summary of emergency supply alternatives investigated
 - A summary of recommended capital improvements related to emergency supply
 - A summary of recommended operational improvements and/or maintenance associated with the recommended emergency supply alternative
- Review written comments on draft chapter and prepare a response to comments table to identify those comments that require further discussion to adequately resolve
- Conduct a review meeting with City staff to discuss and resolve comments on the draft chapter
- Update response to comment table and a meeting summary to document the planned revisions to the chapter

Deliverables:

- (1) Agenda, exhibits, and meeting minutes for workshops
- (2) Draft Chapter for City review
- (3) Draft response to comments table for review meeting

Assumptions:

- (1) Assessment of demand vs supply will be a static analysis. An extended period simulation of emergency supply is included as an optional task.
- (2) Sufficient information is available from neighboring water agencies to evaluate the capacity and water quality of existing and potential interties.

Task 8 Seismic Evaluation

8.1 Identify Critical Infrastructure

- Identify critical water supply facilities within the distribution system including storage reservoirs, pump stations, and transmission mains
- Identify critical water customers that will be key to responding and recovering from a seismic event, including hospitals, emergency shelters, and other essential facilities.
- Designate the critical backbone infrastructure of the water distribution system that should be prioritized for addressing seismic deficiencies.

8.2 Identification of Seismic Geohazards

- Compile and review existing geologic/geotechnical and seismic data to develop a conceptual understanding of subsurface conditions and potential seismic hazards.
- Conduct geotechnical field reconnaissance for critical reservoirs, pump stations, and the intake structure, for a total of up to 7 locations.
- Review DOGAMI seismic hazard maps included in Open-File Report O-13-06, O-18-02, and O-24-07 related to peak ground velocity (PGV) and peak ground acceleration (PGA), liquefaction potential, permanent ground deformation (PGD) due to lateral spread, and PGD due to seismic landslides.
- Analyze seismic risks for the water system based on current seismic mapping and referenced seismic scenarios based on a Cascadia Subduction Zone seismic event only. No additional seismic scenarios will be considered.
- Verify and adjust DOGAMI seismic hazard maps within the project limits (as appropriate) to identify potential soil liquefaction zones, seismic landslide zones, lateral spreading zones, and critical transition zones.
- Evaluate the seismic hazards and provide seismic design parameters for evaluating the resilience of the critical facilities. Where site specific subsurface data is available at critical facilities (up to 7 total), an independent screening will be conducted for seismic hazards at the site and compared to mapped values.
- Provide ground movement parameters for each seismic hazard zone for use in evaluating pipe fragility. Ground movement parameters shall include:
 - Peak ground velocity (PGV)
 - Liquefaction induced settlement in inches
 - Displacement in inches from lateral spreading or seismic induced landslides
- Prepare a brief technical memorandum to summarize results and recommendations for further study.

8.3 Analyze Pipe Fragility

- Using the ground displacement parameters established in the previous subtask, a pipeline fragility analysis will be conducted using available pipe information to identify the anticipated leaks per foot within the existing system
- Mapping will be prepared of backbone and non-backbone piping to indicate the most vulnerable portions of the water distribution system to a seismic event for the purposes of prioritizing upgrades.
- A list of recommended seismic improvement projects will be developed that will allow the City to achieve the desired level of service for seismic response and recovery.

8.4 City Construction Standard Review

- Review the City's existing water system construction standards and drawings.
- Conduct a workshop with City engineering and operations staff to discuss desired improvements to standards.
- Evaluate and recommend changes on design and construction standards based on the meeting with the City, the designation of critical facilities, and the anticipated seismic geohazards.

8.5 Prepare Draft Chapter 8 – Seismic Hazards

- Prepare a draft Chapter 8 – Seismic Hazards to include:
 - A summary of the critical facilities and backbone infrastructure
 - A summary of seismic geohazards
 - A summary of recommended capital improvements and modifications to standards
- Review written comments on draft chapter and prepare a response to comments table to identify those comments that require further discussion to adequately resolve
- Conduct a review meeting with City staff to discuss and resolve comments on the draft chapter
- Update response to comment table and a meeting summary to document the planned revisions to the chapter

Deliverables:

- (1) Agenda and meeting minutes for standards review meeting
- (2) Draft Chapter for City review
- (3) Draft response to comments table for review meeting

Assumptions:

- (1) City will provide existing boring logs and other geotechnical investigation data for use in preparing seismic geohazard mapping
- (2) Pipe fragility analysis will follow the American Lifelines Alliance methodology
- (3) Review meeting duration is assumed to be 2-hours

- (4) Existing water treatment plant and West Side Level B storage reservoir have undergone seismic improvements and any additional facility evaluations will be recommended for performance in the future, but not as part of the master plan scope

Task 9 Water System Capital Improvement Plan

9.1 Prioritization Framework

- Based on discussions during previous tasks, a draft list of prioritization criteria along with proposed scoring basis will be prepared, and is anticipated to include the following:
 - Asset criticality
 - Regulatory compliance
 - Seismic resilience
 - Customers affected
 - Operational improvement
 - Relationship to other projects
- The draft list will be reviewed by the City and comments provided and incorporated prior to applying to the proposed projects

9.2 Develop Opinions of Probable Construction Costs

- For each recommended capital improvement project recommended in the previous tasks, an opinion of probable construction cost (OPCC) will be developed to a Class 5 level as defined by the American Association of Cost Engineers.
- To the extent practical, each project OPCC will be itemized to identify the individual elements and assumptions used

9.3 Staffing Level Analysis

- Review O&M budget and current staffing
- Estimate O&M requirements for key infrastructure in the distribution system with City Staff.
- Develop staffing requirements for infrastructure components including pipelines based on linear footage, tanks, and pump stations.
- Estimate staffing requirements for recommended capital improvement projects.

9.4 Capital Improvement Plan

- Develop a draft 20-year Capital Improvement Plan for the water system indicating the anticipated start and end year and the annualized spending required. Projects will be prioritized in accordance with the prioritization framework and to align with City staffing and financing considerations.

- Lead a CIP workshop to review the draft plan and identify adjustments or modifications necessary.

9.5 Prepare Draft Chapter 9 – Capital Improvement Plan

- Prepare a draft Chapter 9 – Capital Improvement Plan to include:
 - A summary of the prioritization framework and criteria
 - A summary of the proposed capital improvement plan
 - A discussion of potential funding and financing options
- Review written comments on draft chapter and prepare a response to comments table to identify those comments that require further discussion to adequately resolve
- Conduct a review meeting with City staff to discuss and resolve comments on the draft chapter.
- Update response to comment table and a meeting summary to document the planned revisions to the chapter

Deliverables:

- (1) Draft Prioritization Framework
- (2) Draft Capital Improvement Plan
- (3) Draft Chapter for City review
- (4) Draft response to comments table for review meeting
- (5) Final response to comments table and review meeting summary

Assumptions:

- (1) City will provide construction bidding results for previous 10 years for use in developing appropriate unit costs for CIP projects
- (2) Review meeting duration is assumed to be 2-hours

Task 10 Plan Adoption

10.1 City Council and Planning Commission Meetings

- Prepare material (PowerPoint slides, agenda, printed handouts) and attend up to 2 City Council meetings to provide updates and receive concurrence on key milestones during the planning process. These milestone topics are planned to be:
 - Emergency Supply Alternatives
 - Draft Water Master Plan Review
- Prepare material and attend up to 2 Planning Commission meetings. It is assumed topics and presentation material will be the same for both the City Council and Planning Commission meetings.

Deliverables:

- (1) Milestone Presentation Material (agenda, PowerPoint slides, handout material)
- (2) Milestone Meeting Minutes

Assumptions:

- (1) The same material will be presented at the Planning Commission and City Council meetings.

Task 11 Water System Master Plan Report

11.1 Draft Water System Master Plan Report

- Prepare a Draft Water System Master Plan Report consisting of the following sections:
 - Section ES – Executive Summary
 - Section 1 Introduction
 - Section 2 Existing Water System
 - Section 3 – Regulatory Requirements
 - Section 4 – Water Demand
 - Section 5 – Water Supply
 - Section 6 – Water Distribution System Evaluation
 - Section 7 – Seismic Analysis
 - Section 8 – Water System Capital Improvement Plan
- Review written comments on draft report and prepare a response to comments table to identify those comments that require further discussion to adequately resolve
- Conduct a review meeting with City staff to discuss and resolve comments on the draft report.

11.2 Draft Final Water System Master Plan

- Update the report to incorporate comments from City staff on the draft document
- Lead a review meeting with City staff to confirm the desired resolution of City Council or public comments received on the Draft Final WSMP.
- Update the Draft Final Water System Master Plan to reflect resolution of council and public comment

11.3 Oregon Health Authority Review

- Submit a signed and sealed version of the Draft Final Water System Master Plan to the Oregon Health Authority for review.
- Receive and review comments from OHA on the report and develop a response to comments letter.

- Conduct one meeting with the OHA reviewer to discuss resolution of any comments received.

11.4 Final Water System Master Plan

- Prepare the Final Water System Master Plan document, including final signature and engineering seal

11.5 Public Open House

- Prepare a public engagement plan for outreach to interested members of the community and businesses potentially affected by the updated plan. The plan will consist of recommendations for scheduling invites and information sharing associated with a Public Open House, incorporating the City's existing public engagement tools, including Let's Talk Wilsonville and the Boones Ferry Messenger.
- Lead a virtual meeting with City staff to discuss potential stakeholders in the plan and prepare talking points to aid the City in up to 10 individual stakeholder meetings to share information in the plan.
- Attend up to 10 individual stakeholder meetings with the City.
- Prepare a slide deck and agenda, coordinating and incorporating feedback from City staff, for an open house to present project information to the public related to the Final Water System Master Plan
- Attend public open house to assist in answering questions relative to the analysis and recommendations

Deliverables:

- (1) Draft WSMP for City staff review
- (2) Draft response to comments table for review meeting
- (3) Draft Final WSMP for Council review
- (4) WSMP for OHA Review
- (5) Final WSMP

Assumptions:

- (1) Comments received from City Council and public will not require more than 16 hours of revisions to the Draft Final WSMP prior to submittal to OHA.
- (2) Comments received from OHA will not require more than 16 hours to resolve
- (3) Review meeting duration is assumed to be 2-hours
- (4) Stakeholder meetings attended virtually by the WSC Project Manager will be one hour or less in duration and will be organized and hosted by the City.
- (5) Public open house will be conducted in-person at a City of Wilsonville facility, will be 90 minutes in duration, will be attended by the WSC Project Manager and Engineer, and City will provide all audio visual technical support and hard copy reproductions required.

EXHIBIT B



Task No.	Task Description	WSC										GSI	S&W	Norton	Confluence	ALL FIRMS
		Tech Advisor/QC	Project Manager	Communications	Project Engineer	Engineering Support	Project Admin	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Total Fee
		Jeroen Olthof	Scott Duren	Jennifer Rogers	Patrick Finn		Roxanne Collins									
	Billing rates, \$/hr	\$415	\$366	\$257	\$240	\$170	\$179									
0	Project Management															
0.1	Project Administration		30		2		28	60	\$ 16,472	\$ -	\$ 16,472	\$ 7,870		\$ 1,260	\$	\$ 25,602
0.2	Coordination Meetings	2	22.5	2	18	9		53.5	\$ 15,429	\$ -	\$ 15,429	\$ 1,050			\$	\$ 16,479
0.3	QAQC	26	10					36	\$ 14,450	\$ -	\$ 14,450					\$ 14,450
	SUBTOTAL	28	62.5	2	20	9	28	149.5	\$ 46,351	\$ -	\$ 46,351	\$ 7,870	\$ 1,050	\$ -	\$ 1,260	\$ 56,531
1	Data Collection and Verification															
1.1	Project Kickoff Meeting		4.5		7			11.5	\$ 3,327	\$ -	\$ 3,327	\$ 5,250				\$ 8,577
1.2	Conduct Staff Interviews		7		10			17	\$ 4,962	\$ -	\$ 4,962	\$ 7,350				\$ 12,312
1.3	Collect and Review Mapping and System Data		8		16	40		64	\$ 13,568	\$ -	\$ 13,568	\$ 9,653				\$ 23,221
1.4	Prepare Draft Chapter 1 & 2 - Introduction and Existing Water System		6.5		14	39		59.5	\$ 12,369	\$ -	\$ 12,369	\$ 8,400				\$ 20,769
	SUBTOTAL	0	26	0	47	79	0	152	\$ 34,226	\$ -	\$ 34,226	\$ 30,653	\$ -	\$ -	\$ -	\$ 64,879
2	Regulatory Requirements															
2.1	Establish Level of Service Goals		2.5		4.5	12		19	\$ 4,035	\$ -	\$ 4,035					\$ 4,035
2.2	Regulatory Requirements		4		12	23		39	\$ 8,254	\$ -	\$ 8,254	\$ 914				\$ 9,168
	SUBTOTAL	0	6.5	0	16.5	35	0	58	\$ 12,289	\$ -	\$ 12,289	\$ 914	\$ -	\$ -	\$ -	\$ 13,203
3	Water Demand															
3.1	Existing Production		2		4	8		14	\$ 3,052	\$ -	\$ 3,052					\$ 3,052
3.2	Existing Usage		4		8	16		28	\$ 6,104	\$ -	\$ 6,104					\$ 6,104
3.3	Develop Water Demand Forecast		5		11	22		38	\$ 8,210	\$ -	\$ 8,210					\$ 8,210
3.4	Prepare Chapter 4 - Water Demand		5		13	23		41	\$ 8,860	\$ -	\$ 8,860					\$ 8,860
	SUBTOTAL	0	16	0	36	69	0	121	\$ 26,226	\$ -	\$ 26,226	\$ -	\$ -	\$ -	\$ -	\$ 26,226
4	Water Storage															
4.1	Storage Evaluation		2		6	12		20	\$ 4,212	\$ -	\$ 4,212					\$ 4,212
4.2	Prepare Draft Chapter 5 - Water Storage		4		7	12		23	\$ 5,184	\$ -	\$ 5,184					\$ 5,184
	SUBTOTAL	0	6	0	13	24	0	43	\$ 9,396	\$ -	\$ 9,396	\$ -	\$ -	\$ -	\$ -	\$ 9,396
5	Hydraulic Model Update															
5.1	Water Model Update		7		50	78		135	\$ 27,822	\$ -	\$ 27,822					\$ 27,822
5.2	Hydraulic Model Development Documentation		3		11	19		33	\$ 6,968	\$ -	\$ 6,968					\$ 6,968
	SUBTOTAL	0	10	0	61	97	0	168	\$ 34,790	\$ -	\$ 34,790	\$ -	\$ -	\$ -	\$ -	\$ 34,790
6	Water Delivery															
6.1	Evaluate Distribution System		6		15	38		59	\$ 12,256	\$ -	\$ 12,256					\$ 12,256
6.2	System Condition Assessment		10		22	28		60	\$ 13,700	\$ -	\$ 13,700					\$ 13,700
6.3	Corrosion Risk Mapping		4		8	8		20	\$ 4,744	\$ -	\$ 4,744		\$ 12,600			\$ 17,344



Task No. Task Description		WSC										GSI	S&W	Norton	Confluence	ALL FIRMS
		Tech Advisor/QC	Project Manager	Communications	Project Engineer	Engineering Support	Project Admin	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Total Fee
		Jeroen Olthof	Scott Duren	Jennifer Rogers	Patrick Finn		Roxanne Collins									
	Billing rates, \$/hr	\$415	\$366	\$257	\$240	\$170	\$179									
6.4	Prepare Draft Chapter 6 - Water Delivery		6		21	32		59	\$ 12,676	\$ -	\$ 12,676					\$ 12,676
	SUBTOTAL	0	26	0	66	106	0	198	\$ 43,376	\$ -	\$ 43,376	\$ -	\$ 12,600	\$ -	\$ -	\$ 55,976
7	Emergency Supply Alternatives															
7.1	Emergency Backup Well Strategy		8		12			20	\$ 5,808	\$ -	\$ 5,808					\$ 13,662
7.2	Existing Intertie Evaluation		6		4			10	\$ 3,156	\$ -	\$ 3,156			\$ 2,100		\$ 5,256
7.3	Improved Redundancy Within the City		2		4	8		14	\$ 3,052	\$ -	\$ 3,052					\$ 3,052
7.4	Alternatives Evaluation		8		12	20		40	\$ 9,208	\$ -	\$ 9,208					\$ 9,208
7.5	Emergency Supply Alternatives Chapter 7		4		10	17		31	\$ 6,754	\$ -	\$ 6,754					\$ 6,754
	SUBTOTAL	0	28	0	42	45	0	115	\$ 27,978	\$ -	\$ 27,978	\$ 7,854	\$ -	\$ -	\$ 2,100	\$ 37,932
8	Seismic Evaluation															
8.1	Identify Critical Infrastructure		3		7	12		22	\$ 4,818	\$ -	\$ 4,818					\$ 4,818
8.2	Identification of Seismic Geohazards		4		4			8	\$ 2,424	\$ -	\$ 2,424	\$ 31,500				\$ 33,924
8.3	Analyze Pipe Fragility		4		20	40		64	\$ 13,064	\$ -	\$ 13,064					\$ 13,064
8.4	City Construction Standard Review		7		14			21	\$ 5,922	\$ -	\$ 5,922					\$ 5,922
8.5	Prepare Draft Chapter 8 - Seismic Hazards		6		11	20		37	\$ 8,236	\$ -	\$ 8,236	\$ 3,675				\$ 11,911
	SUBTOTAL	0	24	0	56	72	0	152	\$ 34,464	\$ -	\$ 34,464	\$ -	\$ 35,175	\$ -	\$ -	\$ 69,639
9	Water System Capital Improvement Plan															
9.1	Prioritization Framework		4		4			8	\$ 2,424	\$ -	\$ 2,424					\$ 2,424
9.2	Develop Opinions of Probable Construction Costs		4		8	40		52	\$ 10,184	\$ -	\$ 10,184					\$ 10,184
9.3	Staffing Level Analysis		4		8	8		20	\$ 4,744	\$ -	\$ 4,744					\$ 4,744
9.4	Capital Improvement Plan		6		12			18	\$ 5,076	\$ -	\$ 5,076					\$ 5,076
9.5	Prepare Draft Chapter 9 - Capital Improvement Plan		8		15	24		47	\$ 10,608	\$ -	\$ 10,608					\$ 10,608
	SUBTOTAL	0	26	0	47	72	0	145	\$ 33,036	\$ -	\$ 33,036	\$ -	\$ -	\$ -	\$ -	\$ 33,036
10	Plan Adoption															
10.1	City Council and Planning Commission Meetings		8	16	4			28	\$ 8,000	\$ -	\$ 8,000					\$ 8,000
	SUBTOTAL	0	8	16	4	0	0	28	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000
11	Water System Master Plan Report															
11.1	Draft Water System Master Plan Report		16	40	32	40		128	\$ 30,616	\$ -	\$ 30,616					\$ 30,616



Task No.	Task Description	WSC										GSI	S&W	Norton	Confluence	ALL FIRMS		
		Tech Advisor/QC	Project Manager	Communications	Project Engineer	Engineering Support	Project Admin	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Total Fee		
		Jeroen Olthof	Scott Duren	Jennifer Rogers	Patrick Finn		Roxanne Collins											
	Billing rates, \$/hr	\$415	\$366	\$257	\$240	\$170	\$179											
11.2	Draft Final Water System Master Plan		10	16	24	24		74	\$ 17,612	\$ -	\$ 17,612				\$ 17,612			
11.3	Oregon Health Authority Review		6		10	12		28	\$ 6,636	\$ -	\$ 6,636				\$ 6,636			
11.4	Final Water System Master Plan		8		16	16		40	\$ 9,488	\$ -	\$ 9,488				\$ 9,488			
11.5	Public Open House		22	58	8			88	\$ 24,878	\$ -	\$ 24,878				\$ 24,878			
	SUBTOTAL	0	62	114	90	92	0	358	\$ 89,230	\$ -	\$ 89,230	\$ -	\$ -	\$ -	\$ 89,230			
	COLUMN TOTALS	28	301	132	498.5	700	28	1687.5	\$ 399,362	\$ -	\$ 399,362	\$ 47,290	\$ 36,225	\$ 12,600	\$ 498,837			

5% mark-up on direct expenses; 5% mark-up for sub-contracted services
Standard mileage rate \$0.70 per mile (or current Federal Mileage Reimbursement Rate)
Rates are subject to revision as of January 1 each year.