

OREGON CITY PUBLIC WORKS PERSONAL SERVICES AGREEMENT

Stormwater Master Plan Update

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between:

CITY OF OREGON CITY ("City")

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: John M. Lewis

and

BROWN & CALDWELL, INC. ("Consultant")

Brown & Caldwell, Inc.
6500 SW Macadam Avenue, Suite 200
Portland, Oregon 97239

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2017**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **two hundred three thousand, five hundred ninety and 00/100 dollars (\$203,590.00)**.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibits A & B, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit C, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the

parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 17th day of March, 2016.

CITY OF OREGON CITY

By: 

John M. Lewis
Public Works Director

DATED: 3-16, 2016.

BROWN & CALDWELL, INC.

By: 

Title: Vice President

DATED: March 17, 2016.

By: 

Anthony J. Konkol III
City Manager

DATED: 3-16, 2016.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: March 16, 2016

APPROVED AS TO LEGAL SUFFICIENCY:

By: 

City Attorney

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Attachment A

Scope of Services

The City of Oregon City (City) is developing a Stormwater Master Plan that provides a clear understanding of the existing stormwater infrastructure, and identification and prioritization of stormwater projects to address both existing and future needs. The Stormwater Master Plan will address both water quantity and quality for constructed and natural systems under the City's management.

Updating the Stormwater Master Plan is one of the City's obligations under the National Pollutant Discharge Elimination System (NPDES) municipal separate storm sewer system (MS4) Phase I Permit. Best management practice (BMP) Element 7-6, "Conduct Master Planning and Implement Capital Projects for Stormwater Quality Enhancement," identifies that a city-wide master plan will be updated by the end of the permit term (March 2017).

The City also needs to develop the Stormwater Master Plan to replace outdated planning documents. Previous planning efforts include a 1988 Drainage Master Plan and two basin-specific master plans prepared in 1997 for the South End and Caufield basins. Projects and priorities from previous master plans are outdated and are no longer applicable.

Work on the Stormwater Master Plan is expected to take 14 months, including presenting the Stormwater Master Plan to the public and City officials for adoption. Brown and Caldwell (BC) conducted preliminary supporting work, including document review and problem area identification, under separate contracts.

Task 1 Project Management

Objective Oversee project schedule, scope, and budget and maintain communications with the City. Provide quality assurance and quality control (QA/QC) throughout the project.

Task 1-1 Project Administration

Activities The BC team project manager and BC team project engineer will arrange for staff support necessary to meet the schedule and maintain project quality. Activities include overall budget and schedule management, project team assignments and work tracking, monthly invoicing, and monthly project status reports.

The BC project manager will schedule qualified technical experts to perform internal QA/QC and document results. For purposes of this scope and budget, specific technical review of work products will occur under individual tasks.

Task 1-2 Coordination Meetings

Activities Biweekly check-in phone calls will be conducted as necessary for the project duration to discuss project progress and coordinate deliverables for the City. The BC team project manager will provide a brief email summarizing any decisions made during the meetings.

Deliverables The following deliverables will be provided under Task 1:

- Monthly progress reports and project invoices
- Biweekly coordination conference calls and emailed summaries of key decisions



Assumptions Task 1 will be completed according to the following assumptions:

- Project duration is 14 months, from March 2016 through April 2017
- Biweekly coordination meetings will be conducted via telephone and attended by the BC project manager and one or two technical team members, as required
- Additional project meetings are included under individual technical tasks
- Budget for specific QA/QC review of deliverables and technical elements is included under specific technical tasks
- Invoicing will be monthly with status reports

Task 2 Data Gathering

Objective Collect, review, and assess existing infrastructure information to support development of the Stormwater Master Plan.

Task 2-1 Kickoff Meeting

Activities The City will initiate the project kickoff meeting by inviting necessary City attendees. BC will prepare a meeting agenda. The meeting agenda will be distributed to attendees prior to the kickoff meeting.

The BC team project manager and the City project manager will facilitate the project kickoff meeting. The kickoff meeting will be used to:

- Discuss project goals, objectives, and critical success factors
- Present and refine a draft table of contents for the Stormwater Master Plan
- Review project schedule and important points of input from City staff
- Review the project public outreach strategy

Meeting minutes will be developed to summarize key decisions made

Task 2-2 Collect and Review Current Data

Activities BC will review the City's existing storm drainage information using geographic information system (GIS) (provided previously) to determine the extent of existing information and locations of the city with limited storm drainage infrastructure. BC will conduct a desktop analysis to compare available light detecting and ranging (LIDAR) data with documented rim elevations to confirm that data are recorded on a consistent datum, and can be used for future system-wide modeling.

The data review will include identification of data gaps, deficiencies, and questions in stormwater system data needed to complete the hydrologic and hydraulic modeling in Task 4. BC will identify and document data gaps in a spreadsheet format with accompanying maps to guide targeted field data collection. Field data collection will be performed by City staff.

Task 2-3 Interviews and Problem Area Research

Activities BC has prepared an initial matrix of stormwater-related problem areas, based on the stormwater workshop conducted under separate contract. Based on this initial matrix, BC will conduct interviews with select City personnel to collect additional information about

specific problem areas, as well as information about the operation and maintenance of the stormwater system and overall program management.

BC will prepare a stormwater problem area questionnaire to be distributed at public outreach meetings (Task 9).

BC will expand the problem summary matrix and create GIS maps to document reported problem areas.

Deliverables The following deliverables will be provided under Task 2:

- Kickoff meeting agenda and meeting minutes
- Draft Stormwater Master Plan table of contents
- Spreadsheet and maps detailing data gaps and data collection needs
- Updated spreadsheet and GIS map of reported problem areas

Assumptions Task 2 will be completed according to the following assumptions:

- The City will provide a venue for the kickoff meeting and distribute meeting materials to City staff (as provided by BC)
- Survey and/or collection of additional data in the field will be performed by City staff with guidance from BC under Task 3
- Interviews with City Staff will be conducted as a series of phone calls or in a group interview setting
- Attendance at public outreach meetings is included in Task 9

Task 3 Field Investigations

Objective Conduct targeted field investigations to locate hydromodification potential problem areas and verify stormwater basin boundaries. Support collection of infrastructure data, to be conducted by City staff.

Task 3-1 Natural Systems Investigation

Activities Using the maps and materials developed for the City's hydromodification assessment, BC will conduct 2 days of fieldwork to locate and identify potential problems in natural channels and at stormwater outfalls. Field investigations will be limited to areas within the Newell Creek basin, Beaver Creek watershed basins (including Caufield, Mud, South End, and Central Point), Livesay basin, and Kelly Field basin. Site visits will be conducted by two BC staff, accompanied by City personnel with knowledge of the natural channel systems.

Problem areas will be documented through photographs and completion of the channel stability observation forms. Observed problem areas will be added to the spreadsheet and GIS shapefile of reported problem areas, developed in Task 2.

Task 3-2 Field Verification

Activities BC will conduct up to 2 days of field investigation to verify and revise existing GIS data. The field visits will be used to investigate select drainage basin boundaries and clarify discrepancies in the GIS and modeled system data, including pipe sizes, measure-downs, materials, junction locations, and flow direction. Data collected in the field will be entered into the City's stormwater system GIS database.



Task 3-3 Field Data Collection

Activities

Based on the results of Task 2-2, BC will prepare a standard operating procedure (SOP) for City staff to perform targeted field data collection to support stormwater system modeling. BC staff will spend up to 1 day assisting City staff with field data collection.

Data collection will be limited to measure-downs on storm drainage manholes along main lines to obtain information related to flow direction, pipe diameters, and depths. Data collection may include global positioning system (GPS) horizontal locating of storm drainage structures including manholes, catch basins, culverts, outlet structures, and outfalls. LIDAR will be used to estimate the ground surface elevation if rim elevations are not available in the City's GIS.

Deliverables

The following deliverables will be provided under Task 3:

- Up to 16 hours of fieldwork for two BC staff to locate potential problem areas in natural channels
- Up to 16 hours of fieldwork for two BC staff to verify stormwater infrastructure data and basin boundaries
- SOP for field data collection
- Up to 8 hours of fieldwork for one BC staff person to assist City staff with field data collection

Assumptions

Task 3 will be completed according to the following assumptions:

- Fieldwork will be limited to the hours described in the deliverables above.
- City staff with knowledge of the stormwater system and natural stream channels will be available to accompany BC staff during investigation of the natural systems.
- The City will secure any needed right-of-entry and/or permissions for BC staff to conduct needed field investigations.
- Field verification by BC staff in Task 3-2 is limited to visual observations and hand measurements. No topographic survey or GPS measurements are included in BC's scope of services. Additional data collection will be conducted by City staff.

Task 4 Hydrologic and Hydraulic Modeling

Objectives

Develop a hydrologic model of the city's drainage basins for existing and future flows. Develop targeted hydraulic models of specific stormwater infrastructure systems to evaluate problem areas and future infrastructure needs.

Task 4-1 Hydrologic Model Development

Activities

Using the GIS inventory and field information collected in Tasks 2 and 3, BC will work with City staff to update drainage basin boundaries and document hydrologic characteristics for areas draining to and through the city. Drainage basin size will vary according to the extent of the stormwater system mapped in each. Drainage basins may extend outside the city limits to account for contributing areas.

BC will conduct hydrologic modeling of the city using PCSWMM modeling software. Assumptions related to the hydrologic analysis, including land use and impervious characteristics and vacant and developable lands, will be confirmed with the City during a project coordination phone call.

BC will simulate the 2-year, 10-year, 25-year, 100-year 24-hour rainfall (based on a Type 1A distribution) for both current and future buildout conditions. BC will work with the City to select and simulate a channel forming flow event, assumed to be in the range of a 0.9 to 1.1-year 24-hour rainfall.

Task 4-2 Hydraulic Model Development

BC will develop hydraulic models using PCSWMM modeling software for select areas of the city where additional information is needed to evaluate infrastructure problems and potential solutions. The areas to be modeled are:

- Trunklines in the John Adams basin, extending through the Willamette North basin to the discharge point at the Willamette River
- Singer Creek alignment of culverts, pipes, and open channels
- South End Road roadway drainage systems of pipes, ditches, and culverts
- Trunklines in areas of the Central Point basin that are likely to carry flow from future development
- Leland Road and Meyers Road roadway drainage system of pipes, ditches, and culverts in the Mud basin
- Trunklines in the Newell basin along Beaver Creek Road/Molalla Avenue/Warner Milne and extending east to the discharge into Newell Canyon
- Holcomb Boulevard roadway drainage system that discharges to Tour Creek in the Livesay Creek basin

BC will perform culvert capacity analysis for the culverts on Coffee Creek and Park Place Creek.

Existing-conditions flows calculated under Task 4-1 will initially be simulated in select drainage basins to determine if detailed model validation is needed. Validation efforts will be limited to comparing existing-conditions model results for a select storm event to available information from the City such as flooding reports and photographs.

Future-conditions flows calculated under Task 4-1 will be incorporated into the hydraulic model.

Hydraulic modeling results will be tabulated for model documentation.

BC will conduct QA/QC review of hydraulic models and document model adjustments made in response to the review.

Task 4-3 System Capacity Analysis

Activities

BC will work with City staff to establish performance criteria for the stormwater infrastructure system. Performance criteria will identify when system improvements are needed to meet a desired level of service or flood protection.

Based on the selected design criteria, BC will use the hydraulic models to analyze the functionality of the existing stormwater system to convey both current and future predicted flows. Capacity problem areas will be identified as potential project locations for analysis in Task 7.

BC will meet with City staff to review the modeling results. This meeting will be combined with the Capital Improvement Project (CIP) Strategy Meeting in Task 7.

Task 4-4 Model Documentation

- Activities** BC will prepare written documentation of the modeling methodology and results for inclusion in the Stormwater Master Plan (Task 8).
- Modeling results (basin boundaries, peak flows, and surcharge areas) will be documented in GIS shapefiles and spreadsheets, so that the City has access to modeling data and results.
- At the end of the project, model files will be provided to the City in PCSWMM format.
- Deliverables** The following deliverables will be provided under Task 4:
- Technical memorandum summarizing modeling methods
 - Electronic modeling files in PCSWMM format at project completion
 - GIS shapefiles and spreadsheets documenting existing and future flow rates at key locations
 - Inclusion of capacity problem areas in potential project matrix under Task 7-1
- Assumptions** Task 4 will be completed according to the following assumptions:
- No additional field investigation or survey work is included in this task.
 - City staff will provide anecdotal reports of flooding problems for use in model validation.
 - City staff will provide GIS shapefiles to reflect existing and future land use conditions.
 - The fee estimate is based on modeling pipes and culverts 12 inches in diameter and larger.
 - The hydraulic modeling will include man-made portions of the stormwater infrastructure. Outfalls to creeks will be the end points of the hydraulic model. This scope of services does not include modeling of natural systems.
 - Where survey data are not available from Tasks 2 and 3, BC will incorporate assumed data from LIDAR, field measurements, or other sources and document the modeling assumptions.

Task 5 Retrofit Analysis

- Objective** Evaluate stormwater system retrofit opportunities to identify CIPs to address water quality and enhance flow control in existing development areas that are not currently served by adequate stormwater management facilities.

Task 5-1 Initial Planning Map

- Activities** BC will prepare a retrofit planning map to evaluate where stormwater retrofits may be possible and most beneficial. The map will highlight and discount areas of the city that are already served by current stormwater management facilities. Mapped features will include:
- Structural stormwater facility locations and contributing drainage areas
 - Storm drainage system
 - Underground injection control drainage areas
 - Natural areas

- Publicly owned lands and/or vacant lands
- Identified system capacity deficiencies, as determined under Task 4
- Land uses

Task 5-2 Retrofit Opportunity Areas

Activities The City previously developed a stormwater quality retrofit strategy, as required by the NPDES MS4 Permit. The strategy identified that stormwater retrofit projects and project priorities would be included in this Stormwater Master Plan.

BC will conduct a workshop meeting with City staff to review the retrofit planning map and identify potential stormwater retrofit project locations. Factors used to identify retrofit CIP opportunity areas may include the following:

- High pollutant source areas (based on land use)
- Areas without existing structural water quality treatment systems
- Existing stormwater management facilities with retrofit or enhancement potential
- Conveyance features that may be modified or enhanced to provide water quality treatment
- Available publicly owned or vacant areas
- Current or potential future hydraulic problem locations, identified through Task 4, where needed system upgrades could be combined with water quality treatment measures

Retrofit opportunity areas will be added to the Retrofit Planning Map, created under Task 5-1. The retrofit evaluation will be documented as part of the Stormwater Master Plan (Task 8).

Deliverables The following deliverables will be provided under Task 5:

- Retrofit Planning Map
- Inclusion of up to 20 retrofit opportunity areas in the potential project matrix under Task 7-1
- One meeting with the City to identify retrofit opportunity areas

Assumptions Task 5 will be completed according to the following assumptions:

- The City will provide GIS information required for preparing the retrofit planning map
- The retrofit planning workshop will be held in conjunction with the CIP Strategy Meeting in Task 7

Task 6 System Condition Assessment

Objective Identify and prioritize short- and long-term stormwater asset replacement needs.

Task 6-1 Asset Assessment

Activities Stormwater infrastructure asset categories include pipes, open-channel conveyances, conveyance structures (catch basins, manholes), ponds, and treatment facilities.

The City will assemble an asset assessment map and accompanying spreadsheet to document condition assessment data collected through previous pipeline videos,

inspections, and maintenance logs. The map and spreadsheet will document observed problems from previously collected videos and maintenance reports. This map will be provided to BC prior to the asset assessment workshop.

BC will facilitate a 2-hour workshop with City staff to review the condition assessment map and document institutional knowledge of system conditions. The workshop will also be used to discuss:

- Maintenance challenge areas
- Stormwater asset installation dates for neighborhoods across the city
- Priorities for pipe and structure replacement projects
- Opportunities to incorporate asset replacement projects with other CIPs, such as roadway upgrades
- Current asset management practices and future needs

Task 6-2 Recommendations and Documentation

Activities

BC will update the asset assessment map and spreadsheet to include information discussed during the workshop. The updated map will identify potential projects for incorporation into Capital Improvement Project Development (Task 7).

Based on pipe age data provided by the City, BC will develop three pipe replacement budget alternatives. The pipe replacement alternatives will be based on three different levels of service and anticipated design life. The annual replacement options will be presented to City staff for review and internal discussion.

BC will document the City's preferred asset management strategy as a chapter in the Stormwater Master Plan. Recommendations may include guidelines for future maintenance inspections and condition tracking, specific asset replacement projects, and/or an annual replacement program budget.

Deliverables

The following deliverables will be provided under Task 6:

- Attendance and facilitation at one, 2-hour condition assessment workshop
- Pipe age replacement cost options, based on three levels of service
- Inclusion of up to 10 asset management project areas in the potential project matrix under Task 7-1
- Asset management strategy, documented as a chapter of the Stormwater Master Plan

Assumptions

Task 6 will be completed according to the following assumptions:

- The City has approximate installation dates and materials for some stormwater system assets. Estimates of replacement timelines for existing assets will be approximate, based on the data available.
- The City will take the lead in compiling data from past asset assessments. No new video collection or review of past video is included in this task.
- The City's preferred asset management strategy will be documented as a section of the Stormwater Master Plan (Task 8).

Task 7 Capital Improvement Project Development

Objective Establish a 20-year stormwater CIP and prepare planning-level cost estimates for incorporation into the Stormwater Master Plan.

Task 7-1 Potential Projects Matrix

Activities Based on the results of Tasks 4, 5, and 6, BC will create a matrix of up to 50 potential stormwater projects. Potential projects may include pipe replacement, detention/retention facility installation or modification, flow routing modifications, and water quality facilities (e.g., rain gardens, planters). BC will incorporate projects to address hydromodification problems from the City's Hydromodification Assessment (completed separately). When possible, problem areas will be combined into single projects that serve multiple objectives, such as integrating enhanced water quality treatment or flow controls with necessary capacity improvements.

BC will assign a preliminary construction cost range to establish the cost order of magnitude to each potential project in the matrix.

Task 7-2 CIP Development

Activities BC will conduct a CIP strategy meeting with City staff to discuss the City's realistic goals and expectations for the CIP. The strategy meeting will present results from analyses conducted under Tasks 4, 5, and 6; discuss preliminary project alternatives; and establish project prioritization criteria, so that the proposed projects reflect the values of the community and top-rated needs (i.e., maintenance versus replacement versus retrofit).

Following the strategy meeting, BC will perform preliminary sizing calculations to identify capital project solutions and alternatives for up to ten high priority stormwater capital projects. BC will conduct up to 1 day of field reconnaissance to evaluate potential project solutions and alternatives.

CIP fact sheets will be developed for up to ten high-priority stormwater capital projects, showing a project location map, concept sketch, description, project cost (construction, engineering, and contingencies), and proposed schedule. Project concepts will be developed to approximately a 10 percent level of design. Fact sheets will be formatted for inclusion in the Stormwater Master Plan (Task 8) and to support the City's capital project budgeting process.

Task 7-3 Cost Estimates

Activities Planning-level cost estimates will be prepared for up to ten high-priority stormwater capital projects. Cost estimates will include construction, engineering, administration, and contingencies as well as annual expenses for activities associated with maintenance. Recent bid documents and unit cost estimates for local clients that have already been compiled will be used in this task.

BC will prepare an estimate of the percent of the total project cost that could be attributed to future development impacts for water quality, flow control, and/or capacity.

Task 7-4 Project Prioritization

Activities Using the rating criteria established in the CIP strategy meeting, projects will be ranked based on City priorities. BC will conduct a review to estimate the cost comparison between the proposed projects and stormwater program revenue. Based on anticipated revenue, projects will be categorized as short-term (0 to 5 years), medium-term (5 to 10 years), or long-term (10 to 20 years) targets based on priority, funding availability, and design considerations.

Deliverables The following deliverables will be provided under Task 7:

- One CIP strategy meeting with City staff
- Stormwater CIP Matrix with order-of-magnitude cost ranges
- Unit costs for CIP cost estimation
- Capital project fact sheets for up to ten projects, including project maps, concept sketches, project descriptions, and cost estimates
- Project prioritization ranking table with proposed schedule

Assumptions Task 7 will be completed according to the following assumptions:

- Conceptual designs and cost estimates will be developed for up to ten CIPs.
- The budget for this task includes time for two BC staff to conduct up to 8 hours of onsite investigations of potential CIPs. City staff will be available to accompany BC staff during the site visits.
- The City will secure any needed right-of-entry and/or permissions for BC staff to conduct needed field investigations.
- The City will provide input related to CIP prioritization factors and unit costs.
- The City will provide stormwater program funding data, including stormwater program capital fund balances and anticipated annual revenue.
- Stormwater program rate study and revenue alternatives will be evaluated separately and are not included in this scope of services.
- The City's adopted BMP sizing tool will be used to develop conceptual designs for CIPs other than pipe upgrades for capacity. Where appropriate preliminary calculations will be performed to size energy dissipation structures or slope stability materials.

Task 8 Stormwater Master Plan Documentation

Objective Compile stormwater system information, analyses, and CIP program into a comprehensive Stormwater Master Plan document.

Task 8-1 Draft Stormwater Master Plan

Activities BC will prepare a draft Stormwater Master Plan document, compiling the information and documentation prepared under Tasks 2 through 7. General system condition maps and narrative and figures reflecting the City's stormwater conveyance system, water quality and hydromodification issues, identified system capacity deficiencies, CIP locations, and results of the conditions assessment will also be compiled and included in the draft Stormwater Master Plan. An Executive Summary will highlight the major findings and

recommendations from the Stormwater Master Plan. Detailed technical information, such as tabular modeling data and cost estimates, will be included as appendices, as appropriate.

BC will conduct an internal QA/QC of the draft Stormwater Master Plan.

A draft digital copy will be provided to the City for review and comment.

Task 8-2 Draft Final and Final Stormwater Master Plan

Activities

City comments will be addressed and incorporated into a draft final Stormwater Master Plan for public and commission review. A digital copy will be provided for public and City official review.

Public and commission comments will be addressed and incorporated into a final Stormwater Master Plan for final adoption. BC will print, assemble, and bind 3 copies of the final Stormwater Master Plan, and provide electronic versions on a CD.

Following final adoption, BC will provide electronic project data, including copies of the hydrologic/hydraulic model and associated GIS files.

Deliverables

The following deliverables will be provided under Task 8:

- Draft Stormwater Master Plan as electronic PDF and Microsoft Word
- Draft Final Stormwater Master Plan as electronic PDF and Microsoft Word
- Final Stormwater Master Plan as a bookmarked PDF, Microsoft Word files and 3 printed and bound copies
- Electronic copies of hydrologic/hydraulic models and GIS data

Assumptions

Task 8 will be completed according to the following assumptions:

- One compiled set of City comments will be provided to BC on the Draft Stormwater Master Plan submittal
- The City will take the lead in soliciting and compiling comments on the Draft Stormwater Master Plan from project stakeholders, such as the Greater Oregon City Watershed Council, as appropriate
- One compiled set of public comments and one compiled set of City official comments will be provided to BC on the Draft Final Stormwater Master Plan submittal

Task 9 Public and City Meetings

Objective

Solicit public input on the Stormwater Master Plan. Present the Stormwater Master Plan to the public and City officials for review, comment, and final adoption.

Task 9-1 Outreach Meetings

Activities

BC will prepare materials to present the Stormwater Master Plan goals, objectives, and recommendations to the public and community groups. Meeting materials will include up to three large size maps and a PowerPoint presentation, using graphics developed for the Stormwater Master Plan documents in Task 8. The meetings will be used to solicit input on stormwater-related problem areas and/or feedback from the public concerning program and project priorities.

Two people from the BC team will attend and present at up to two meetings with the public or community groups. The meetings will be identified by City staff. Public meetings will be used to solicit feedback on CIP priorities and will occur following the development of the potential projects list under Task 7-1.

Task 9-2 City Meetings

Activities Using the presentation materials from Task 9-1, two people from the BC team will attend and present at up to three meetings with City officials. The meetings are expected to include one meeting with the planning commission, one work session with City Commission, and one full City Commission meeting during the adoption of the Stormwater Master Plan.

Deliverables The following deliverables will be provided under Task 9:

- Materials and presentation at two public meetings by two BC team members
- Materials and presentation at one City Commission work session and one Planning Commission meeting by two BC team members
- Attendance at one City Commission meeting by one BC team member

Assumptions Task 9 will be completed according to the following assumptions:

- City staff will coordinate logistics for public meetings, including securing a meeting location, establishing meeting date and time, advertising the meeting to the public, and preparing sign-in sheets and other meeting documentation materials
- One of the public meetings occur in conjunction with the Greater Oregon City Watershed Council
- Presentation materials will include an executive summary formatted as a brochure and up to three additional poster-size displays of maps and/or graphics already created for the Stormwater Master Plan document
- Presentation materials developed for the public meetings will be used for meetings with City officials. No additional presentation materials will be developed

Attachemnt B Budget

Oregon City Stormwater MP Workshop
March 3, 2016

Oregon City, City of (OR) -- OC Stormwater MP Workshop																
		Reininga, Krista	Gage, Eva D	Bachhuber, James A	Maxwell, Alissa M	Foged, Nathan H	Baumgartner, Beth A	Draheim, Daniel P	Pare, Wendy M	Vasquez, Jesus E	Holland, Jonathan R	TBD				
Phase	Description	Project Manager	Project Admin	QA/QC	Project Engineer	Senior Modeler	GIS Support	Tech Editor	Word Processor	Accountant	Project Oversight	Project Engineer II	Total Labor Hours	Total Labor Cost	Travel Cost	Total Phase Cost
		203*	\$88	\$203	\$148	\$208	\$115	\$105	\$109	\$88	\$227	\$102				
001	Project Management	68	14	0	28	0	0	0	0	24	4	0	138	22,200	0	22,200
100	Project Admin-Invoicing	40	14	0	0	0	0	0	0	24	4	0	82	12,372	0	12,372
200	Coordination Meetings	28	0	0	28	0	0	0	0	0	0	0	56	9,828	0	9,828
002	Data Gathering	14	0	0	28	0	16	0	0	0	0	32	90	12,090	50	12,140
100	Kick-off Meeting	8	0	0	12	0	0	0	0	0	0	0	20	3,400	50	3,450
200	Collect-Review Current Data	4	0	0	8	0	16	0	0	0	0	24	52	6,284	0	6,284
300	Interviews-Problem Research	2	0	0	8	0	0	0	0	0	0	8	18	2,406	0	2,406
003	Field Investigations	2	0	0	52	0	0	0	0	0	0	60	114	14,222	500	14,722
100	Natural Systems Investigation	0	0	0	20	0	0	0	0	0	0	24	44	5,408	500	5,908
200	Field Verification	0	0	0	16	0	0	0	0	0	0	16	32	4,000	0	4,000
300	Field Data Collection	2	0	0	16	0	0	0	0	0	0	20	38	4,814	0	4,814
004	Hydrologic-Hydraulic Modeli	16	0	12	48	36	8	0	0	0	0	272	392	48,940	0	48,940
100	Basin Boundaries-Hydrologic M	6	0	0	24	4	0	0	0	0	0	68	102	12,538	0	12,538
200	Hydraulic Modeling	4	0	0	4	20	0	0	0	0	0	140	168	19,844	0	19,844
300	System Analysis	4	0	4	12	8	0	0	0	0	0	40	68	9,144	0	9,144
400	Model Documentation	2	0	8	8	4	8	0	0	0	0	24	54	7,414	0	7,414
005	Retrofit Analysis	8	0	0	28	0	32	0	0	0	0	0	68	9,448	0	9,448
100	Initial Planning Map	0	0	0	4	0	24	0	0	0	0	0	28	3,352	0	3,352
200	Retrofit Strategy-Project List	8	0	0	24	0	8	0	0	0	0	0	40	6,096	0	6,096
006	System Condition Assessme	6	0	0	36	0	8	0	0	0	0	36	86	11,138	0	11,138
100	Asset Assessment	4	0	0	12	0	8	0	0	0	0	36	60	7,180	0	7,180
200	Recommendations-Documenta	2	0	0	24	0	0	0	0	0	0	0	26	3,958	0	3,958
007	CIP Program	22	0	16	86	0	0	0	10	0	0	174	308	39,280	150	39,430
100	Potential Project Matrix	2	0	0	12	0	0	0	0	0	0	24	38	4,630	0	4,630
200	CIP Devel-/Fact Sheets	16	0	12	48	0	0	0	10	0	0	108	194	24,894	150	25,044
300	Cost Estimates	2	0	4	10	0	0	0	0	0	0	40	56	6,778	0	6,778
400	Project Prioritization	2	0	0	16	0	0	0	0	0	0	2	20	2,978	0	2,978
008	Master Plan Documents	28	0	8	88	0	28	12	36	0	0	32	232	32,000	200	32,200
100	Draft Master Plan	16	0	8	60	0	24	8	16	0	0	24	156	21,544	0	21,544
200	Draft-Final Master Plan	12	0	0	28	0	4	4	20	0	0	8	76	10,456	200	10,656
009	Public and City Meetings	32	0	0	32	0	16	0	0	0	0	0	80	13,072	300	13,372
100	Public Meetings	12	0	0	20	0	16	0	0	0	0	0	48	7,236	300	7,536
200	City Meetings	20	0	0	12	0	0	0	0	0	0	0	32	5,836	0	5,836
GRAND TOTAL		196	14	36	426	36	108	12	46	24	4	606	1,508	202,390	1,200	203,590

* Hourly rates will be revised on a calendar basis each January.

EXHIBIT B

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth above, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Consultant is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the state of Oregon and that, if Consultant is a corporation, it is in good standing within the state of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

5. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Consultant under this Agreement and, unless Consultant is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due Consultant by reason of this Agreement.

(c) The payment of a claim in this manner

shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City upon full payment to the Consultant. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. City's reuse of Consultant's Work Products for any other purpose shall be at City's sole risk. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, ~~Consultants~~, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including reasonable attorney fees, in connection with any action, suit, or claim ~~caused or alleged and to be the extent~~ caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage.

Consultant certifies that Consultant has qualified for workers' compensation as required by the state of Oregon. Consultant shall provide the Owner,

within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) ~~Comprehensive Commercial, General, and Automobile Insurance.~~ Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance. Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage to the extent arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. ~~Such insurance shall include contractual liability.~~

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be ~~revised, canceled or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City.~~ The provisions of this subsection apply fully to Consultant and its

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultants and agents.

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. Should contrary provisions be included in a Personal Services Agreement, those contrary provisions shall control over these conditions.

19. Calculation of Time. 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, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and

shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration. Any dispute, controversy or claim arising out of or in connection with the interpretation or performance of any term or condition of this Agreement or any breach or alleged breach of this Agreement, shall be submitted to non-binding mediation by a neutral and independent mediator, who shall be selected by the parties by mutual agreement, or if the parties are unable to agree upon the selection of a mediator, then in accordance with the rules of the American Arbitration Association for selection of a mediator. The mediation shall take place in Oregon City, Oregon.

The cost of the mediator and any other mediation costs shall be borne equally by the

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

parties. The mediation process and the outcome of the mediation shall remain confidential. Notwithstanding the foregoing terms, the parties shall make every reasonable effort to resolve disputes, controversies or claims between themselves in a cooperative fashion prior to submitting a dispute to mediation. Unless otherwise mutually agreed in writing by the parties, no action at law or equity may be commenced by either party until the mediation provided herein has been concluded.

24. — Arbitration. All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) — Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) — The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) — If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) — If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within

~~fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.~~

(c) — Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) — Each party shall pay the fees and expenses of the arbitrator appointed by such party and one half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.