Council Business Meeting

October 1, 2019

Agenda Item	Award of a Professional Services Contract; Phase 2, Final Engineering for a New 7.5 Million Gallon per Day Water Treatment Plant	
From	Scott Fleury PE	Deputy Public Works Director
Contact	Scott.fleury@ashland.or.us; (541) 552-2412	

SUMMARY

Before the Council is an award of a professional services contract with HDR for $3,662,659, to complete phase 2, final engineering for a new 7.5 million gallons per day (MGD) water treatment plant (WTP). The Council approved phase 1, preliminary engineering at the September 18, 2018 business meeting. Engineering services for the project were broken into distinct phases that include preliminary engineering, final engineering, bidding services and construction administration of a new 7.5 MGD WTP. Only phase 2, final engineering, is before the Council for approval at tonight's meeting.

Phase 2 includes the completion of final plans and specifications in order to publicly solicit the construction phase.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:
Essential Service-Drinking Water System
Emergency Preparedness
Address Climate Change

CEAP Goals:
Natural Systems: Air, water, and ecosystem health, including opportunities to reduce emissions and prepare for climate change through improved resource conservation and ecosystem management.
Strategy NS-2: Manage and conserve community water resources
Strategy NS-3: Conserve water use within City operations

Continue to leverage resources to develop and/or enhance Value Services

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

Staff has generated a chronological decision point memo that outlines previous Council decisions associated with the water treatment plant project. The memo contains links to all staff reports submitted to Council for the water treatment plant projects. See attachment #2.

BACKGROUND AND ADDITIONAL INFORMATION

The Council previously awarded phase 1; preliminary engineering contract to HDR for development of the 7.5 MGD WTP. To date HDR has developed preliminary engineering documents and estimates for 30% design. This information is encompassed in the Basis of Design Report. HDR and staff presented an update on the process to Council at the August 5, 2019 Study Session.

CITY OF ASHLAND

The primary scope for phase 2 final engineering is the development of plans, specifications and estimates for the 7.5 MGD WTP and clear well. These final plans will be the documents used to perform a public solicitation for the construction phase.

Phase 2A (Final Engineering)

- Prepare the 60-percent, 90-percent, and 100-percent drawings, specifications, construction schedules, and cost estimates.
- Conduct value engineering/constructability reviews of the 60-percent and 90-percent drawings and specifications.
- Coordinate with the permitting effort and update documents as needed.
- Conduct a distribution system water quality study.
- Present project information at City Council and committee meetings.
- Provide public relations support as requested by the City.
- Engage in contractor outreach to increase contracting interest in the project prior to bidding.

Phase 2B (Permitting)

- Prepare information for use in permit applications.
- Assist the City in consultations regarding permit applications.
- Submit project permit applications on behalf of the City.

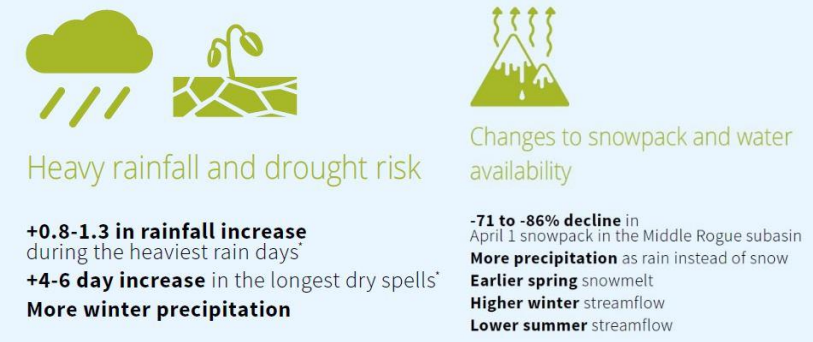
Phase 2C (Bidding Support)

- Assist the City in advertising the project.
- Participate in pre-bid conference.
- Prepare and issue addenda as directed by the City.
- Prepare bid tabulation sheets and assist the City in evaluating bids.
- Provide Engineer's Recommendation for project award.

Climate Energy Action Plan (CEAP)

The CEAP develops strategic initiatives to maximize the conservation of water and electricity within the city. The focus for the city's water system is interwoven into the natural systems sections. Public Works staff who provide management over the water system strive to ensure sustained access to high quality drinking water. The focus is on not only reducing the effects on climate change through resource management, but also through developing redundancy, resiliency and efficiency into the water system.

2015 CEAP Data



Water Conservation Program

Development of the new water treatment plant and management of the City's water system are infused with CEAP strategies. The City has a robust water conservation and incentive program that focuses on the reduction of potable water usage for domestic and irrigation systems. The conservation program has hosted graywater workshops for both residents and contractors in order to detail all requirements of graywater

systems. In development of the 2020-2040 water master plan update a conservation program tool was added that develops the cost benefits of conservation programs. This cost benefit analysis has allowed the conservation division to better focus on programs that provide the best "bang for your buck". The water utility also has a **tiered rate structure** to provide incentives for conservation among the largest water uses. The conservation program has been formally tracking gallons saved per program since 2012.

2018 Conservation Program details:

2018	# of Rebates	Gallons Saved (2018)
Toilets	84	388,999
Showerheads	123	1,186,250
Bathroom Aerators	117	668,863
Kitchen Aerators	36	19,163
Washing Machine	22	151,256
Dishwashers	6	3,888
Outdoor Audits	71	710,000
Completed LRPs	20	498,783
Total		**3,627,201**

Water Supply

Climate can have a significant effect on the City's water system; supply, treatment and distribution. These effects include the potential for less winter snowpack, more spring rainfall and higher summer temperatures leading to the potential of more algal blooms. The Oregon Health Authority (OHA) has developed a rule that began in December of 2018, that requires specific testing protocols and noticing for algal toxins in both raw and finished water supplies. OHA recommends a multibarrier approach to managing cyanobacteria in water supply systems. The multibarrier approach includes treatment technologies and efficient management of the treatment train. The proposed new WTP features an effective and proven technology of conventional treatment that includes pretreatment with ozone, coagulation, high rate sedimentation, filtration using granular activated carbon and disinfection. The treatment train is being designed to manage taste and odor compounds that are prevalent in the city's source water during summer, but also to manage cyanobacteria that is generally present during summer as well. The current direct filtration plant is limited in its ability to apply a multibarrier approach for taste and odor compounds and cyanobacteria due to the pre-treatment lack of chemical contact time with raw water prior to coagulation and filtration.

The proposed new WTP also includes high rate sedimentation, a process that is lacking in the existing plant. The sedimentation process was specifically added to handle the greater periods of turbid water in Reeder Reservoir generated from larger amounts of soil washing into the water from more frequent and intense rainfall.

The City is in a strong position with respect to water supply with redundant and resilient storage. First with its main storage from Reeder Reservoir, domestic and municipal rights from the Talent Irrigation District (TID) that can be treated for potable water and the addition of the Talent Ashland Phoenix (TAP) emergency connection that can supply potable water to Ashland from the Medford Water Commission (MWC). The City currently operates with the supply strategy to use Reeder Reservoir water first and as primary, supplement with TID as needed early in the season to maintain Reeder Reservoir levels and then lastly supplement with TAP if needed based on end of season conditions.

Envision

HDR is assisting the City in implementing the ISI Envision program, a nationally-recognized framework for designing and constructing community-focused environmentally-sustainable infrastructure projects. Some of the major program tenets that we will continuously incorporate are:

- Quality of Life – review of how the WTP project impacts the community and how the project is incorporated into existing networks and aligns with community goals. It includes credits for minimizing light pollution and construction impacts, and enhancing public spaces and amenities. Credits in this category include deterring vandalism, providing trails access, and community engagement, and institutional policies to advance equity.
- Leadership – encourages holding value engineering sessions, providing for stakeholder involvement, making the project sustainable, and planning for long-term monitoring and maintenance.
- Resource Allocation – concerned with the resources used on a project and the impacts on the overall sustainability. Credits include reducing construction/balancing earthwork, reducing energy consumption, using renewable energy, and preserving or reducing water consumption.
- Natural World – understanding and minimizing impacts on natural systems. It includes credits like managing stormwater, using native landscape that does not require fertilizers or pesticides, and protecting soil health.
- Climate and Resilience – minimizing emissions and ensuring a resilient project. Credits include reducing emissions from construction and operations, incorporating risk and resiliency goals and strategies as project features, and better integration of infrastructure.

Resiliency

The water treatment plant is being designed following guidelines in the 2013 Oregon Resilience Plan-water systems. The new water treatment plant will be designed to meet current seismic building codes, approved by building permits through the City's building division and inspected as required to ensure compliance with all applicable codes and specifications. The building codes are expected to be updated in October of 2019 and seismic requirements will be even more stringent. The current plant is constructed from unreinforced masonry and susceptible to earthquake damage as it was designed and built during a time when earthquake resiliency was not a consideration. The new WTP has been specifically placed at a location and elevation that allows it to survive and continue operating after either a 100-year flood as well as a catastrophic breach of Hosler Dam.

In addition, the Water Infrastructure Act of 2018 requires community water systems, that serve more than 3,300 people, complete a risk and resilience assessment and develop an emergency response plan. The assessment must be completed by June 30, 2021 and the emergency response plan completed by December 30, 2021. The assessment is meant to identify all physical assets of the water system including electronic, computer and automated systems with a focus on developing improvement needs for risk resilience. The emergency response plan is meant to develop strategies to improve resilience, provide response for a malevolent action or natural hazard and strategies to detect each. The design of the new water plant is taking this into account with the goal to operate a resilient, redundant, efficient plant. Below you will find an Emergency Recovery Protocol.

KEY TO THE TABLE

TARGET TIMEFRAME FOR RECOVERY:

Desired time to restore component to 80–90% operational	G
Desired time to restore component to 50–60% operational	Y
Desired time to restore component to 20–30% operational	R
Current State (90% operational)	x

TARGET STATES OF RECOVERY: WATER & WASTEWATER SECTOR (COAST)

	Event occurs	0–24 hours	1–3 days	3–7 days	1–2 weeks	2 weeks – 1 month	1–3 months	3–6 months	6 months–1 year	1–3 years	3 + years
Domestic Water Supply											
Potable water available at supply source (WTP, wells, impoundment)				R		Y		G		x	
Main transmission facilities, pipes, pump stations, and reservoirs (backbone) operational			R	Y	G					x	
Water supply to critical facilities available				R		Y		G		x	
Water for fire suppression—at key supply points			R		Y			G		x	
Water for fire suppression—at fire hydrants						R	Y	G		x	
Water available at community distribution centers/points				R	Y	G	x				
Distribution system operational					R		Y	G			x

Plant Sizing

The proposed new water treatment plant is being sized for an initial peak capacity of 7.5 MGD of maximum production and when needed the infrastructure has the ability to expand to 10 MGD. The current plant has a maximum day production rating of 7.5 MGD. The city is currently is finalizing a water master plan update for the 2020-2040 planning period. The master plan update has updated demand projections that show daily demand of 6.6 MGD* within the 2040 planning period based on current trending (without conservation). This demand projection is down when compared to the 2012 projection of 7.4 MGD* by 2020 and 7.99 MGD* by 2030. The design life of the new water treatment plant is intended to be 80+ years and the initial design footprint and major structures should account for demand projections developed during this planning period. As detailed above these demand projections vary and will be assessed in subsequent master plan updates.
***note these are maximum day demand.**

Pumping

Decisions with respect to the water system are not meant to act independently of each other as all work together as a "system" and there are trickle down effects that need to be managed. The City's current system is a combination gravity feed and booster pumped distribution network. The current configuration allows complete gravity feed into the city's two primary drinking water supply reservoirs, Crowson and Granite. From these two locations there are four pump stations that boost water to higher pressure zones and throughout the city and one pump station that sends raw water from the Ashland Canal to the treatment plant. The new treatment plant will be located below the Crowson reservoir which will require pumping to fill. Reducing water and energy resource use associated with Ashland's built environment will reduce emissions,

ease loads on the utility, and help secure resource supply and resiliency in a changing climate. The introduction of renewable energy sources can reduce energy-related emissions to an extent, but improved energy use efficiency will also be required to achieve deep emission reductions. One way to reduce electricity consumption for the water system is through reduction in pumping requirements. Work associated with the treatment plant design and the water master plan update has developed a formal plan to reduce the overall pumping requirement of the WTP by 60% in the planning period if recommended pipeline improvement projects occur, resulting in a savings of 235,000 kWh/year (equal to 22 homes/year). In addition, there is another ongoing distribution system project that will lead to the complete removal of one of the existing pump stations (South Mountain).

Ozone

HDR is currently performing bench scale testing for ozone system sizing and dosage requirements. Ozone is a powerful oxidant used in the treatment process to eliminate taste and odor compounds and cyanotoxins. The TID and Reeder Reservoir water are both being tested and generally late summer represents lower levels of water quality and higher levels of cyanobacteria so the system will be designed to manage the worst water quality and be scalable in dosage when not needed during times of better water quality thus reducing the power needs associated with ozone generation.

Chemicals

The new water treatment plant proposes using the same chemicals the current plant uses for coagulation and disinfection. Improved treatment process that include ozone and high rate sedimentation lead to generally less chemical addition requirements.

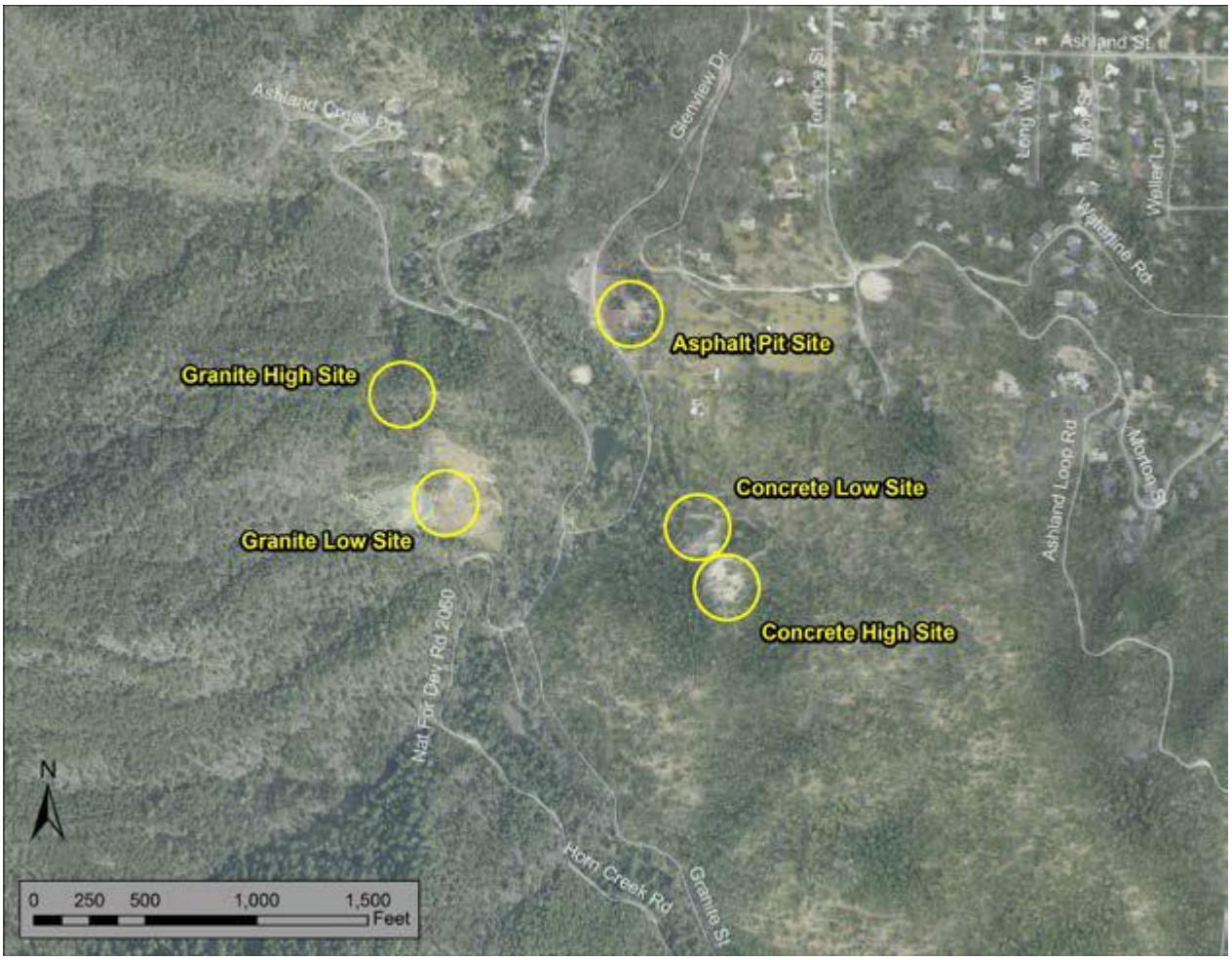
Solar Energy Generation

The project is also evaluating the installation of up to a 200KW solar system on the proposed plant site as a renewable energy source. The proposed site has excellent southern exposure that can be utilized with proposed building footprints to offset some of the energy requirements. There are a number of ways of funding and financing solar systems and PW staff is working with Administration and Electric Utility staff to identify the most cost effective way to expand solar generation on this and other City facilities.

Plant Siting Information

The Council previously awarded Keller Associates a professional services contract to develop a siting study and water treatment analysis. This work was associated with development of a 2.5 MGD WTP and 2.6 MG storage reservoir. After the scope of the project was updated to a 7.5 MGD WTP and clearwell, the siting documentation and water quality work was utilized moving forward with HDR.

The siting study analyzed three distinct sites with five total plant and clearwell configurations. The Granite Pit site was selected based through pairwise comparison process with established criteria (capital cost, O&M costs, sustainability/carbon impact, expandability, access, development impacts).



Plant Security

A water treatment plant is considered critical infrastructure by the Department of Homeland Security and will require specific security protocols to be in place once fully constructed. These include video surveillance of the surrounding area, appropriate fencing and controlled access.

Water System Historic Interpretive Display

Public Works staff has reached out to the Historic Commission and Southern Oregon University regarding development of an interpretive display for inclusion with the new water treatment plant project. The intent is to visually demonstrate the history and evolution of the City's water supply, treatment and distributions systems. Terry Skibby of the Historic Commission has provided staff with numerous historic photos for use and Maureen Battistella in the sociology and anthropology department leads the development of the Southern Oregon Digital Archives. Maureen has agreed to work directly with staff to coordinate the display.

FISCAL IMPACTS

The proposed fee by HDR for final engineering is $3,662,659. The fee is on a time and materials not to exceed basis. The project is budgeted in the current biennium at $32,002,974. The 30% design construction estimate prepared by Mortenson Construction and presented to Council on August 5, 2019 was $35.9 million*. The final engineering will develop 60%, 90% and 100% cost estimates. The 60% and 90% estimates will be used as part of a continued value engineering approach to control/reduce overall project cost.

Leading into the 2020/21 biennial budget public works contracted with Hansford Economic to analyze and project rates for the water department budget. The analysis projected rates based on the approved capital

improvement program along with maintenance and staffing needs. The analysis detailed the recommended strategy for funding the water treatment plant project.

***Mortensons 30% estimate includes construction inflation of 8.125% through the 1st quarter of 2021.**

Hansford Economic

Hansford Economic recommends using a mixture of debt issued financing and cash reserves to fund major water system capital improvement projects in the current biennium. The City currently has a State Revolving Fund (SRF) loan of $14.8 million, of which $1,030,000 is a forgivable loan. The remaining funding requirement for the project will be through cash reserves and City-issued debt. The mixture of cash reserves and City issued debt still need to be fully determined in conjunction with expenditures for other capital improvement projects programmed in the biennial budget. The current SRF loan terms include a 1.79% interest rate repayable over 30 years, per the City's financing agreement with the State.

In preliminary discussions with the Business Oregon Infrastructure Finance Authority (IFA) they are willing to work with the City to obtain the remaining unsecured funding requirements for construction of the new water treatment plant. The program available for the City to use IFA will depend on the amount of available dollars they have at the time of request.

Staff continues to recommend a re-evaluation of rates heading into future biennium's as actual expenditures for water system projects and final revenues become known values. The focus is on being consistent and maintaining the Hansford rate projections of 4%. This evaluation is important because there are three significant projects currently moving forward that will realize final construction costs and financing terms in the biennium. The projects are TID canal improvements, dam safety improvements and the water treatment plant project.

STAFF RECOMMENDATION

Staff recommends approval of the phase 2 final design engineering contract with HDR.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move to approve a professional services contract with HDR Engineering Inc. in the amount of $3,662,659 for phase 2; final design of a new 7.5 MGD water treatment plant.
2. I move to send this back to staff to solicit a different engineer for final design.
3. I move to edit the scope of service to… (add edits).

REFERENCES & ATTACHMENTS

Attachment 1: Professional Services Contract-HDR
Attachment 2: Previous Council Actions Memo
Attachment 3: Water Conservation CEAP specific details
Attachment 4: Conservation and Climate Policy Commission on Water Treatment Plant Actions

PERSONAL SERVICES AGREEMENT (greater than $25,000.00)

CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006	CONSULTANT: HDR Engineering, Inc. CONSULTANT'S CONTACT: Pierre Kwan ADDRESS: 1050 SW Sixth Avenue, Suite 1800 Portland, OR 97204 TELEPHONE: 503-896-2883 EMAIL: Pierre.Kwan@hdrinc.com

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and HDR Engineering Inc., a foreign business corporation ("hereinafter "Consultant"), for the design of a 7.5 Million Gallon a Day (MGD) water treatment plant – Phase 2: Final Engineering.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

1. **Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than June 30, 2021.
2. **Scope of Work:** Consultant will provide design of a 7.5 Million Gallon a Day (MGD) water treatment plant – Phase 2: Final Engineering, as more fully set forth in the Consultant's Scope of Services for Final Design dated September 2019, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant expressly acknowledges that time is of the essence of any completion or delivery date(s) set forth in this Agreement and the exhibits hereto, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. Consultant's services are collectively referred to herein as the "Work."
3. **Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or other supporting documents.
4. **All Costs Borne By Consultant:** Consultant shall, at its own risk and expense, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
5. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.

6. **Compensation:** City shall pay Consultant at the hourly rates and for the amounts actually incurred for any subcontracting activities as set forth in Consultant's fee schedule entitled "Ashland –WTP Phase 2, Pursuit NO. 10150564," which is attached hereto as "Exhibit "D" and incorporated herein by this reference, as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **$3,662,659.00 (three million six hundred and sixty-two thousand six hundred and fifty-nine dollars)** without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within 30 days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.

7. **Ownership of Work/Documents:** All Work product or documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.

8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.

9. **Living Wage Requirements:** If the amount of this Agreement is $21,507.75 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.

10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature to the extent the losses, claims, costs, expenses, or other damages are caused by the negligent acts, or errors or omissions of Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement) in the performance of this Agreement. However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.

11. **Termination:**
    a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
    b. City's Convenience. This Agreement may be terminated by City at any time upon not less than 30 days' prior written notice delivered by certified mail or in person.
    c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
        i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;

ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or

iii. If any license or certificate required by law or regulation to be held by Consultant to provide the Work required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

d. For Default or Breach.

i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.

ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this Agreement if Consultant fails to provide services called for by this Agreement within the time specified herein or within any extension thereof.

iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.

15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
   a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
   b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per claim. This is to cover any damages caused by any error, omission or negligent act related to the professional services to be provided under this Agreement. "Tail" coverage will be required at the completion or expiration of this Agreement for a duration of forty-eight (48) months following such completion or expiration. Consultant will be responsible for furnishing acceptable insurance certificates showing such "tail" coverage as described or continuous "claims made" professional liability coverage for forty-eight (48) months following the termination or expiration of this Agreement. Continuous "claims made" professional liability coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the Effective Date of this Agreement. This coverage will be a condition of the final acceptance of the Work performed pursuant to this Agreement.
   c. General Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
   d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
   e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' prior written notice from the Consultant or its insurer(s) to the City.
   f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. **Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules

and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

17. Consultant's Compliance With Tax Laws:

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

(i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and

(iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

(i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and

(iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

18. Governing Law; Jurisdiction; Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by its signature hereon of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

19. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.

21. **Non-appropriations Clause**. Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

22. **Certification**. Consultant shall sign the certification attached hereto as "Exhibit C" and incorporated herein by this reference.

CITY OF ASHLAND:

By: _____
City Administrator

_____
Printed Name

_____
Date

HDR ENGINEERING, INC. (CONSULTANT):

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Kat L Bn
Assistant City Attorney

September 19, 2019
Date

City of Ashland, Oregon
Design of a 7.5-MGD Water Treatment Plant
Phase 2

Scope of Services for Final Design

September 2019

1050 SW 6th Ave
Suite 1800
Portland, OR 97204

Table of Contents

SCOPE OF SERVICES

Background

The City of Ashland, Oregon (City) owns and operates an existing water treatment plant (WTP). The plant is aging and several issues have made continuing operation and renovation an expensive effort. The City has requested HDR to assist them in completing the design of a new WTP at the Granite site.

The City is executing the project in three phases:

- Phase 1 – Treatment Alternatives and Preliminary Design
- Phase 2 – Final Engineering, Permitting, and Bidding Support.
- Phase 3 – Construction Services

HDR has completed Phase 1 services. This scope authorizes HDR to use the Phase 1 final documents to conduct the Phase 2 tasks. Phase 2 is divided into three sub-phases: 2A (Final Engineering), 2B (Permitting), and 2C (Bidding Support). The subsequent phase (Construction Services) will be authorized by the City in subsequent contracts. Phase 2 tasks include:

Phase 2A (Final Engineering)

- Prepare the 60-percent, 90-percent, and 100-percent drawings, specifications, construction schedules, and cost estimates.
- Conduct value engineering/constructability reviews of the 60-percent and 90-percent drawings and specifications.
- Coordinate with the permitting effort and update documents as needed.
- Conduct a distribution system water quality study.
- Present project information at City Council and committee meetings.
- Provide public relations support as requested by the City.
- Engage in contractor outreach to increase contracting interest in the project prior to bidding.

Phase 2B (Permitting)

- Prepare information for use in permit applications.
- Assist the City in consultations regarding permit applications.
- Submit project permit applications on behalf of the City.

Phase 2C (Bidding Support)

- Assist the City in advertising the project.
- Participate in pre-bid conference.
- Prepare and issue addenda as directed by the City.
- Prepare bid tabulation sheets and assist the City in evaluating bids.
- Provide Engineer's Recommendation for project award.

Reference Document

The final Phase 1 documents are the basis of design for which this Phase 2 scope builds upon and are incorporated as reference. These documents include the Basis of Design Report, 30% drawings, specifications table of contents, 30% cost estimate, and 30% construction schedule.

General Tasks and Activities

Unless noted otherwise, the following assumptions are used for all tasks:

- Workshops and review meetings are at the City's offices.
- City is responsible for arranging meeting locations and attendance of required City staff.
- HDR prepares meeting agenda, handouts, notes, and presentation materials.
- Deliverables consists of one draft document and one final document. Multiple revisions are not provided.
- HDR will perform QC reviews on all submittals in general conformance with HDR's quality assurance/quality control procedures prior to submittal to the City.
- Deliverables are submitted as Adobe PDF files uploaded to the Project SharePoint site. Native files (MS Office, Project, AutoCAD) are provided upon request. Drawings will be prepared in AutoCAD 3D (BIM).
- City review comments to draft deliverables are provided to HDR in one collated file that addresses any conflicting comments.
- City review will take no longer than three weeks per document.
- Final deliverables include comment response logs that show how HDR addressed the City's review comments. These logs are provided separate of the deliverables (i.e. not attached as appendices to the documents).
- Design follows the standards and care of the profession and following State, County, and applicable City construction codes and manuals (Building, Electrical, Fire, Mechanical, Energy, Stormwater, etc.) in force by October 2019.
- Deliverables follow HDR standards for memoranda, drawings, and cost estimating. The Construction Specifications Institute (CSI) Master Format standard are used for technical specifications.
- Contract specifications (i.e. front end Division 00 and 01 documents) are provided by the City.
- City is responsible for communication with all other governmental agencies and community groups not otherwise noted below.
- The City is responsible to provide access to all properties that need to be accessed during the duration of this project.
- City to pay for all permitting and agency review fees.

Abbreviations

Below are the abbreviations used in this scope.

AWAC	City of Ashland Water Advisory Committee
CSI	Construction Specifications Institute
LU	Land Use
MGD	Million Gallons per Day
OCCT	Optimal Corrosion Control Treatment
ODEQ	Oregon Department of Environmental Quality
ODFW	Oregon Department of Fish and Wildlife
ODOT	Oregon Department of Transportation
ODSL	Oregon Department of State Lands
OHA	Oregon Health Authority
PLC	Programmable Logic Controllers
SCADA	Supervisory Control and Data Aquisition
SHPO	Oregon State Historic Preservation Office
TAP	Talent-Ashland Pipeline
TID	Talent Irrigation District
TM	Technical Memorandum
USACE	United States Army Corps of Engineers
WTP	Water Treatment Plant

Authorized Scope of Services

PROJECT MANAGEMENT

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

HDR Services

1. Update the Phase 1 Project Management Plan (Project Guide) outlining the new project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team.

3. Prepare monthly status reports describing the following:
    a. Services completed during the month.
    b. Services planned for the next month.
    c. Needs for additional information.
    d. Scope/schedule/budget issues.
    e. Schedule update and financial status summary.
4. Continue preparing and submitting monthly invoices.
5. Continue holding weekly project management phone calls with the City Project Manager to review project scope, schedule, and budget issues.
6. Continue maintaining and organizing the project's internet-based SharePoint site for document storage.
7. Prepare and manage new subconsultant contracts for this phase.

City Responsibilities

1. Continue to participate in weekly project management phone calls.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration is no longer than 16 months.
2. One project management phone call is held per week for the duration of one hour of project manager's time. One additional hour is required for preparation and follow-up (including notes) for each meeting.
3. Invoice format follows the format used for the Phase 1 contract.
4. Expense backup are provided with each invoice per City loan requirements.

Deliverables

1. Scope of services, schedule (Gantt chart or project milestones), and budget.
2. Monthly reports and invoices (one copy with invoice e-mailed as a PDF file)
3. Monthly project schedule and budget updates.
4. Project management meeting agenda and notes.

PHASE 2A FINAL ENGINEERING

TASK 210 DESIGN SERVICES

Objective

Advance the Phase 1 documentation to prepare 60-percent, 90-percent, and 100-percent set of bid drawings and specifications. Coordinate with OHA to facilitate approval of the new WTP.

HDR Services

1. Conduct Phase 1 conference call with the City to discuss/confirm items between the conclusion of Phase 1 and the start of this contract.
    a. Coordination with Water Comprehensive Plan – plant flowrate and storage volumes.
    b. Coordination with Electric Department – power feeds and transformers.
    c. Coordination with Building Department – permitting schedule.
    d. Cut and spoils disposal.
2. Organize and lead final design kickoff workshop for HDR to present options for City staff to select:
    a. General plant control philosophy – how to start/stop plant and set plant production.
    b. Onsite and offsite control, monitoring, and reporting including the approach for integrating controls for existing sites with the new WTP control system.
    c. Worker health and safety features.
    d. New WTP site security features including access control and video surveillance.
    e. Final usage of existing WTP and secondary intake.
    f. Coordination with City's IT department regarding routing data networking infrastructure to the new WTP site.
3. Prepare and submit 60-percent design documents.
4. Conduct a presentation to the Fire Marshal to present 60-percent design information.
5. Conduct 60-percent comment review workshop to discuss City comments and document decisions.
6. Receive, review, and prepare responses to City and Fire Marshal 60-percent comments.
7. Prepare and submit 90-percent design documents and updated Basis of Design Report.
8. Coordinate with OHA to facilitate the approval of the new WTP including the review of the Basis of Design report and the OCCT report.
9. Conduct a presentation to the Fire Marshal to present 90-percent design changes.
10. Conduct 90-percent comment review workshop to discuss City comments and document decisions.
11. Receive, review, and prepare responses to City 90-percent comments.
12. Prepare and submit 100-percent design documents.
13. Provide quality control reviews to subconsultant documents prior to incorporation to design documents and submittal to the City.
14. Coordinate internally between all disciplines and subconsultants in preparation of design documents.

Shannon and Wilson Responsibilities

1. Conduct one geotechnical boring at the new WTP clearwell site.

2. Revise Phase 1 geotechnical report.
3. Review and provide input to the 60-percent and 90-percent site/civil design.

RH2 Responsibilities

1. Provide input regarding the City's current control system standards and preferred SCADA architecture.
2. Provide background information regarding the control system at the existing sites and approach to transfer controls from existing WTP to the new WTP.

City Responsibilities

1. Review the design documents and cost estimates, and provide comments at each design phase.
2. Participate in overview workshops.
3. Provide City's contractual front-end specifications (i.e. Division 00 and 01 documents) for HDR's incorporation.
4. Attend conference calls with OHA.

Assumptions

1. Phase 1 review conference call is two hours in duration and attended by Pierre Kwan and Verena Winter.
2. Workshops are budgeted for eight hours each and attended in person by Pierre Kwan, Verena Winter, Katie Walker, Jeff Semigran (60-percent and 90-percent workshop only), Rich Stratton (kickoff workshop only). Others may attend by phone as needed.
3. HDR's effort excludes reviewing the existing condition and embankments at the access road creek crossing, and the condition, size, and capacity of the existing culvert.
4. Landscape design/re-vegetation plan will meet City code.
5. City has an existing radio path analysis and will update it as needed.
6. Coordination with OHA will be handled by conference calls only. Three calls are anticipated lasting two hours in duration and attended by Pierre Kwan, Verena Winter, and Katie Walker.
7. Roadways will be designed to ODOT standards.
8. A decision log will be developed to track decisions made at each design milestone.
9. HDR will design the facility following the general and applicable guidelines using the Envision and LEED environmental scoring systems to incorporate features to save energy and reduce environmental impacts.
    a. These efforts will be documented in the updated Basis of Design for the City's use to public meetings and communications.
    b. The City will not submit this project for formal Envision or LEED certification. As a result, HDR is not budgeted to develop, design around, or monitor the required documentation for such certification.

Deliverables

1. Workshop agendas, presentation materials, decision log, and meeting notes.
2. 60-percent design: Includes 60-complete design drawings, draft major equipment technical specifications, and 3D model.
3. 90-percent design: Includes permit-ready design drawings, technical specifications, updated Basis of Design Report, and 3D model.
4. 100-percent design: Includes sealed bid drawings, compiled project specifications (HDR's technical specifications and City's contract specifications), and 3D model.

TASK 220 COST ESTIMATING AND PRE-CONSTRUCTION SUPPORT SERVICES

Objective

Provide construction cost estimates, schedules, work sequencing, and value engineering services.

HDR Services

1. Provide design information to support cost estimating and scheduling.
2. Organize and lead two planning workshop, one at project kickoff and one during 60-percent design, to:
    a. Plan out start-up/commissioning activities for the new WTP.
    b. Identify shut-down/decommissioning activities at the existing WTP.
    c. Establish a work sequence to bring the new WTP online and then shut-down the existing WTP.
    d. Identify design features that HDR needs to add to support these activities.
    e. Identify operational procedures that City needs to implement to support these activities.
3. Prepare for a 60-percent value engineering and constructability review together with Mortenson at Mortenson's office in Kirkland, WA.
4. Organize and lead a 60-percent value engineering and constructability review workshop at the City.
5. Prepare for a 90-percent value engineering and constructability review together with Mortenson at Mortenson's office in Kirkland, WA.
6. Organize and lead a 90-percent value engineering and constructability review workshop at the City.
7. Prepare and submit draft contractor pre-qualification requirements to the City.
8. Receive City comments to draft contractor pre-qualification requirements and incorporate into Task 210 100-percent documents.

9. Provide quality control reviews to subconsultant documents prior to incorporation to design documents and submittal to the City.

Mortenson Construction Services

1. Prepare cost estimates for the 60-, 90-, and 100-percent cost estimates.
2. Prepare construction schedules for the 60- and 90-percent deliverables.
3. Participate in preparation for 60- and 90-percent workshops.
4. Participate in the planning workshop.
5. Participate in the value engineering and constructability review workshops.
6. Organize and manage contractor outreach program to generate interest and multiple bids for project construction.
7. Provide input to draft and final contractor pre-qualification requirements.

City Responsibilities

1. Participate in workshops.
2. Review and provide comments to draft contractor pre-qualification requirements.

Assumptions

1. Workshops are budgeted for eight hours each and attended in person by Pierre Kwan, Verena Winter, Katie Walker, Rich Stratton (planning workshops only), Ed Griffenberg (planning workshops only), Jeff Semigran (60-percent and 90-percent workshops only), and Todd Peterson. Others may attend by phone as needed.
2. Reviews with Mortenson in Kirkland, WA are budgeted for eight hours each and attended in person by Pierre Kwan, Verena Winter, and Katie Walker.
3. The City may decide at a later date to cancel the 90-percent cost estimate.

Deliverables

1. Workshop agendas, presentation materials, and meeting notes.
2. 60-percent cost estimate and schedule.
3. 60-percent value engineering tracking log.
4. 90-percent cost estimate and schedule.
5. 90-percent value engineering tracking log.
6. Final construction cost estimate.

TASK 230 DISTRIBUTION SYSTEM WATER QUALITY REVIEW

Objective

Conduct a review of the distribution system to quantify the impacts of the new WTP treated water with the City's existing distribuiton system and blending with TAP water. In addition to evaluating any changes in the finished water quality with the new plant, OHA requires an OCCT TM be prepared. This task is being performed by Confluence Engineering Services.

HDR Services

1. Provide quality control reviews to subconsultant documents prior to incorporation into design documents and submittal to the City.
2. Organize and lead two-hour conference call to discuss distribution system operations, blending zones, current and future conditions, address questions, etc.
3. Participate in summary findings web presentation.

Confluence Engineering Services

1. Develop data request.
2. Review information provided and develop system understanding.
3. Participate in two-hour conference call.
4. Prepare table/graphs summarizing and comparing finished water quality at points of entry and within the distribution system, including seasonal variation, for key parameters related to corrosion control and pipe scale stability.
5. Identify data gaps and determine need for additional monitoring to fill data gaps.
6. Update data summary graphs to incorporate new data gathered to fill data gaps.
7. Perform WQ modeling analysis utilizing WaterPro, RTW, or other modeling software to select finished water quality goals that will support optimal corrosion control at the new WTP. Modeling will include consideration of both the finished water quality at the plant and the blended water quality resulting from the mixing of sources in the distribution system.
8. Determine dosages of caustic soda or soda ash to be applied at the new WTP to provide the needed pH and alkalinity adjustment, across the range of finished water quality anticipated.
9. Summarize findings and lead a PowerPoint presentation of data delivered during a two-hour meeting via Web.
10. Prepare a draft TM summarizing study approach and recommended OCCT and associated finished water quality goals for the new WTP.
11. Receive, review, and incorporate City comments and submit a final TM.

City Responsibilities

1. Conduct additional water quality monitoring if needed to fill data gaps and provide the results in table format in Excel.
2. Contract with RH2 to conduct any additional hydraulic modeling needed to understand flow paths and blending.

Assumptions

1. Draft TM is no longer than ten pages in length.
2. No bench- or pilot-scale testing is included.

3. If additional monitoring is necessary, the City will conduct the monitoring in a timely manner so that the project is not delayed and the City will compile the data.

Deliverables

1. Data request log.
2. Conference call agendas, presentation materials, and meeting notes.
3. Draft and final water quality and OCCT TM.

TASK 240 PUBLIC MEETINGS

Objective

Prepare materials and participate in public meetings with the City to discuss and present the project to the public.

HDR Services

1. Prepare materials and participate in the following meetings:
    a. One City Council Study Session meeting
    b. Two City Council public meetings
    c. One meeting with Ashland Planning Commission.
2. Prior to each meeting, participate in a one-hour phone call with City staff to review presentation materials and topics.

City Responsibilities

1. Schedule meeting dates and locations.
2. Provide comments to the presentation materials.
3. Reproduction and distribution of materials.
4. Facilitate the meetings.
5. Meetings notes is the City's responsibility.

Assumptions

1. Meetings will be no more than two hours in duration and attended by Pierre Kwan.
2. Phone calls will be no more than one hour in duration and attended by Pierre Kwan.
3. Meeting materials will be materials prepared in other tasks with minimal modifications.

Deliverables

1. Meeting materials (electronic files only).

TASK 250 PUBLIC RELATIONS SUPPORT

Objective

Support the City in public relations outreach in conjunction with StingRay Communications. This task will be further defined during the kickoff workshop and is based on an allowance based on time and materials of $50,000 to cover both HDR and StingRay services.

HDR Services

To be determined during kickoff workshop

City Responsibilities

To be determined during kickoff workshop

Assumptions

1. The support will be defined by the City but this task can includes:
    a. Public flyers and posters
    b. Communication materials for the City's website.
    c. Documentation to regarding compliance with the City's Climate and Energy Action Plan.

Deliverables

To be determined during kickoff workshop

PHASE 2B PERMITTING

Objective

Provide applications for conditional land use, building, fill/removal permits from City of Ashland, Jackson County, ODSL, and USACE.

HDR Services

1. Prepare a Joint Permit Application. In support of the application HDR will:
    a. Document that a fish passage barrier is not being created by completing the Fish Passage Plan worksheet provided by the state.
    b. Prepare Archaeological survey report (see WillametteCRA Services).
    c. Prepare a historical baseline memorandum based on field exploration
    d. Develop scaled drawings depicting impacts according to ODSL and USACE guidance using the design drawings.
    e. Prepare a wetland and waters delineation report based on field explorations and desktop exercise.
    f. Prepare the "No effect" for Endangered Species Act listed species document.
    g. Prepare a Post-Construction Stormwater Management Plan that meets ODEQ requirements.

2. Prepare City LU application. In support of the application HDR will:
    a. Prepare a street tree removal permit including completion of the risk assessment form by an arborist (Frison Tree Service).
    b. Prepare pre-application conference submittal and attend Pre-Application Conference in person by Verena Winter and Brian Bauman in Ashland.
    c. Prepare and submit a draft and final LU application addressing the appropriate zoning requirements and information necessary to address issues detailed in the pre-application comment document.
3. Prepare and submit building permit application.
4. Prepare documents required for the submittal of the development/conditional use permit.

WillametteCRA Services

1. Review records of the SHPO, conduct limited and focused review of the literature on the Native peoples, and review historic maps of the project location.
2. Obtain an Oregon SHPO archaeological permit for the new WTP.
3. Conduct a systematic pedestrian survey of the site to determine if there is surface evidence of archaeological resources. The pedestrian survey will be supplemented by excavation of up to ten subsurface exploratory probes to determine if there is buried evidence of archaeological resources. All collected artifacts would be processed in the WillametteCRA laboratory and prepared for curation at the Oregon Museum of Natural and Cultural History.
4. Prepare a draft and final technical report with the results of the research and field survey along with recommendations for additional actions that may be necessary to meet state and federal requirements.

Frison Tree Service Services

1. Prepare the risk assessment form in support of the street tree removal permit.
2. Attend meeting with Ashland Tree Commission.

City Responsibilities

1. Review and provide a consolidated set of comments on draft deliverables.
2. Secure City signature on Land Use Compatibility Statement
3. Provide payment to the agencies (City, ODSL, USACE, ODEQ) for all permit and delineation submittals.
4. Attend Pre-Application Conference.

Assumptions

5. One field visit by a historian will be performed. It is assumed the site visit will not result in finding potentially historic properties within the area of potential effect. Findings will be documented in a TM. The Granite Street Reservoir will not be included in the area of potential effect.
6. There will be no effect to any state or federal listed Endangered Species Act species.
7. A plant survey will not be required.

8. City will be responsible for permit application fees.
9. The project is not within the regulated floodway or floodplain and will not require a No Rise Analysis.
10. One regulatory agency site visit is planned to be conducted to review the delineation, stream function assessment, and review the potential project impacts.
11. Up to two staff may identify and delineate up to one perennial stream, four non-perennial streams, and one wetland during the site visit.
12. Up to two staff will attend the Pre-Application Conference with the City. Conference is two hours in duration.
13. Up to two staff will attend the Pre-Application Conference with Jackson County. Conference is 1-hour in duration.
14. A public hearing will be required to address the LU zoning requirements. Public hearing will be attended by City staff. HDR will provide support exhibits using already-prepared materials but will not attend.
15. The project will require a Type II LU approval.
16. USACE will be conducting all Section 106 consultation related to the SHPO and the Tribes.
17. No more than ten archaeological subsurface exploratory probes will be excavated.
18. No more than one archaeological resource will be identified and no more than ten artifacts will be collected.
19. Additional archaeological testing or site evaluation will be conducted under an amendment to this scope.
20. The project will meet the stream simulation passage requirements.
21. The City has stated that fish are not present in the portion of Ashland Creek where the crossing will occur. Fish passage during construction is not necessary as this is not current or native migratory fish habitat. If ODFW requires fish passage a change in scope/fee will have to be established.
22. SHPO coordination will be conducted for the new WTP only.
23. City will complete the development/conditional use permit application and attend the meeting with the Planning Department.

Deliverables

1. Draft and final Joint Permit Application.
2. Draft and final LU Application.
3. Draft and final archaeological technical report.
4. Draft and final historical baseline report.
5. Draft and final building permit application.

PHASE 2C BIDDING SUPPORT

Objective

Assist the City in bid phase services associated with the project.

HDR Services

1. Assist the City in advertising for and obtaining bids or proposals for the work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued.
2. Attend pre-bid conference and issue meeting minutes.
3. Issue addenda as appropriate to clarify, correct, or change the bid documents.
4. Provide information or assistance needed by the City in the course of any negotiations with prospective contractors.
5. Attend bid opening.
6. Prepare Bid tabulation sheets, and assist the City in evaluating Bids or proposals, determining if contractors meet the pre-qualification requirements, and in assembling and awarding contracts for the Work.
7. Prepare conformed construction documents that updates the bid documents with changes identified in the addenda.

City Responsibilities

1. Advertise and obtain bids or proposals for the Work.
2. Attend the pre-Bid conference.
3. Attend the bid opening.

Assumptions

1. Pre-Bid Conference will occur at the City and be attended by Pierre Kwan and Verena Winter.
2. Bid opening attended by Verena Winter.
3. HDR will not provide dispute resolution services between the City and any bidders.
4. HDR will issue up to six addendum.
5. Scope does not include project rebidding for any reasons. Any HDR efforts to support a rebid will be funded by a time-and-cost amendment to this contract.

Deliverables

1. Pre-Bid Conference Meeting Minutes
2. Addenda
3. Bid Tabulation and Recommendation of Award Letter

Fee Summary

The fee associated with this scope and fee are as follows:

Task	HDR	Mortenson Construction	Shannon & Wilson	WillametteCRA	StingRay*	RH2 - Eric Summers	Applied Geotechnical Engineering & Geologic Consulting	Frison Tree Service	Confluence	Total
Project Management	$242,611									$242,611
Phase 2A – Final Engineering										
Task 210 – Design Services	$2,537,176		$42,500			$10,000	$1,275			$2,590,951
Task 220 – Cost Estimating and Pre-Construction Support Services	$109,519	$352,400								$461,919
Task 230 – Distribution System Water Quality Review	$9,484								$90,336	$99,820
Task 240 – Public Meetings	$15,896									$15,896
Task 250 – Public Relations Support	$50,000									$50,000
Phase 2B – Permitting	$127,221			$11,983				$10,000		$149,204
Phase 2C – Bidding Support	$52,258									$52,258
Total	**$3,144,165**	**$352,400**	**$42,500**	**$11,983**	**$-**	**$10,000**	**$1,275**	**$10,000**	**$90,336**	**$3,662,659**

*StingRay effort to be determined during project kickoff

EXHIBIT B

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

$15.39 per hour, effective June 30, 2019.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **$21,507.75** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **$21,507.75**.
- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.
- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF ASHLAND

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the customary professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

_____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.

_____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.

_____ (3) Telephone listing is used for the business separate from the personal residence listing.

_____ (4) Labor or services are performed only pursuant to written contracts.

_____ (5) Labor or services are performed for two or more different persons within a period of one year.

_____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

_____

Consultant Date

EXHIBIT D

Ashland - WTP Phase 2
Pursuit No. 10150564

| Level of Effort | HDR Engineering | | |

Level of Effort

Ashland - WTP Phase 2
Pursuit No. 10150564

		Civil QC	Civil Lead	Civil CAD	Electrical QC	E/C Lead	Electrical CAD	Electrical Engineer	I&C QC	BIM Lead	CAD Tech	Operations Specialist	Hours	Labor	Open	Field Equipment	Travel	Printing & Publications	Misc. Expenses	Misc. Expenses (as a % of Labor)	Total Expenses	HDR Fee	Mortenson Construction (Sub #1)		Shannon & Wilson (Sub #2)		Willamette CRA (Sub #3)		StingRay (Sub #4) (included in Task 250 Allowance)		RH2 Eric Summers (Sub #5)		Applied Geotechnical Engineering & Geologic Consulting (Sub #6)		Frison Tree Service (Sub #7)		Confluence (Sub #8)		Total Fee (includes sub-consultant mark-up and escalation)
	Billable Rates	$ 209	$ 134	$ 147	$ 202	$ 233	$ 146	$ 111	$ 200	$ 117	$ 96	$ 220												Total		Total		Total		Total		Total		Total		Total		
	Task Description																																					
Project Management																																						
1	Prepare a Project Management Plan and setup												102	$ 14,062	$ -						$ -	$ 14,062	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,308
2	Coordinate and manage the project team												640	$ 128,160	$ -						$ -	$ 128,160	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 130,403
3	Prepare monthly status reports & schedule updates												24	$ 5,168	$ -						$ -	$ 5,168	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,258
4	Prepare monthly invoices												176	$ 17,200	$ -						$ -	$ 17,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,501
5	Weekly project management phone calls												192	$ 41,344	$ -						$ -	$ 41,344	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 42,068
6	Maintain document storage												62	$ 9,970	$ -						$ -	$ 9,970	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,144
7	Prepare and manage subconsultant contracts												149	$ 22,534	$ -						$ -	$ 22,534	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,928
	Sub-total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,345**	**$ 238,438**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 238,438**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 242,611**
Phase 2A - Final Engineering																																						
210	**Design Services**																																					
1	Phase 1 conference call												6	$ 1,292	$ -						$ -	$ 1,292	$ -	$ -	$ 42,500	$ 42,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,275	$ 1,275	$ -	$ -	$ -	$ -	$ 47,278
2	Final design kickoff meeting												52	$ 12,196	$ -		$ 4,000				$ 4,000	$ 16,196	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,409
3	Prepare and submit 60-percent design documents		120	144		280	150	150		580	795	40	5589	$ 796,393	$ -						$ -	$ 796,393	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000	$ -	$ -	$ -	$ -	$ 815,580
4	Conduct 60-percent overview workshop and presentation												58	$ 10,600	$ -		$ 4,000				$ 4,000	$ 14,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,786
5	Respond to City and FD 60-percent comments		8			32		16					248	$ 36,866	$ -						$ -	$ 36,866	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 37,511
6	Prepare and submit 90-percent design documents		58	84		310	200	200		615	1005	40	5998	$ 836,362	$ -						$ -	$ 836,362	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000	$ -	$ -	$ -	$ -	$ 856,248
7	Conduct 90-percent overview workshop and presentation												58	$ 10,600	$ -		$ 4,000				$ 4,000	$ 14,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,786
8	Coordinate with OHA												28	$ 5,798	$ -						$ -	$ 5,798	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,899
9	Respond to City and FD 90-percent comments		4			30		12					214	$ 33,072	$ -						$ -	$ 33,072	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,651
10	Prepare and submit 100-percent design documents		36	48		110	75	100		390	420		2430	$ 342,879	$ -						$ -	$ 342,879	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 348,879
11	Provide QC reviews of subconsultant documents		12			12							24	$ 4,404	$ -						$ -	$ 4,404	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,481
12	Internal coordination		64			64				64			788	$ 149,892	$ -		$ 12,200				$ 12,200	$ 162,092	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 164,715
	QC Hours Only	70			90				70				895	$ 226,759	$ -						$ -	$ 226,759	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 230,727
	Sub-total	**70**	**302**	**276**	**90**	**838**	**425**	**478**	**70**	**1,649**	**2,220**	**80**	**16,388**	**$ 2,467,113**	**$ -**	**$ -**	**$ 24,200**	**$ -**	**$ -**	**$ -**	**$ 24,200**	**$ 2,491,313**	**$ -**	**$ -**	**$ 42,500**	**$ 42,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,000**	**$ 10,000**	**$ 1,275**	**$ 1,275**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,590,951**
220	**Cost Estimating and Pre-construction Support Services**																																					
1	Provide design information to support cost estimate												72	$ 10,206	$ -						$ -	$ 10,206	$ 352,400	$ 352,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 380,405
2	Lead planning workshops											24	124	$ 28,568	$ -		$ 8,000				$ 8,000	$ 36,568	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 37,068
3	Conduct 60-percent VE and constructability workshop												56	$ 10,048	$ -		$ 5,000				$ 5,000	$ 15,048	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,224
4	Conduct 90-percent VE and constructability workshop												56	$ 10,048	$ -		$ 5,000				$ 5,000	$ 15,048	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,224
5	Prepare and submit pre-qualification requirements												24	$ 4,852	$ -						$ -	$ 4,852	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,937
6	Incorporate City comments												14	$ 1,738	$ -						$ -	$ 1,738	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,768
7	Provide QC reviews of subconsultant documents												36	$ 7,168	$ -						$ -	$ 7,168	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,293
	QC Hours Only												0	$ -	$ -						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sub-total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**382**	**$ 72,628**	**$ -**	**$ -**	**$ 18,000**	**$ -**	**$ -**	**$ -**	**$ 18,000**	**$ 90,628**	**$ 352,400**	**$ 352,400**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 461,919**
230	**Distribution System Water Quality Review**																																					
1	Provide QC reviews of subconsultant documents												10	$ 2,080	$ -						$ -	$ 2,080	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 90,336	$ 90,336	$ 96,969
2	Organize conference call												8	$ 1,868	$ -						$ -	$ 1,868	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,901
3	Partipiate in summary findings												4	$ 934	$ -						$ -	$ 934	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 950
	QC Hours Only												0	$ -	$ -						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sub-total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**$ 4,882**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,882**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 90,336**	**$ 90,336**	**$ 99,820**
240	**Public Meetings**																																					
1a	City council working meetings												38	$ 7,194	$ -		$ 800	$ 10			$ 810	$ 8,004	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,130
1b	Two City council public meetings												8	$ 2,208	$ -		$ 1,600	$ 10			$ 1,610	$ 3,818	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,857
1c	Ashland Planing and AWAC meeting												6	$ 1,656	$ -		$ 800	$ 10			$ 810	$ 2,466	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,495
2	Coordination phone call												5	$ 1,380	$ -			$ 10			$ 10	$ 1,390	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,414
	QC Hours Only												0	$ -	$ -						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sub-total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**57**	**$ 12,438**	**$ -**	**$ -**	**$ 3,200**	**$ 40**	**$ -**	**$ -**	**$ 3,240**	**$ 15,678**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 15,896**
250	**Public Relations Support**																																					
1	Allowance (HDR and StingRay)												0	$ 49,140	$ -						$ -	$ 49,140	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000
	QC Hours Only												0	$ -	$ -						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sub-total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 49,140**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 49,140**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 50,000**
Phase 2B - Permitting																																						
1	Prepare a Complete Joint Permit application												467	$ 64,588	$ -		$ 3,600				$ 3,600	$ 68,188	$ -	$ -	$ -	$ -	$ 11,983	$ 11,983	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 81,900
2	Prepare City LU application												161	$ 22,211	$ -		$ 4,800				$ 4,800	$ 27,011	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ 10,000	$ 37,900
3	Prepare building permit applications	4				4							90	$ 12,434	$ -		$ 4,800				$ 4,800	$ 17,234	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,452
4	Prepare docs for development/conditional use permit		4							12			36	$ 5,384	$ -		$ 4,800				$ 4,800	$ 10,184	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,278
	QC Hours Only												8	$ 1,646	$ -						$ -	$ 1,646	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,675
	Sub-total	**4**	**4**	**0**	**0**	**4**	**0**	**0**	**0**	**12**	**0**	**0**	**762**	**$ 106,263**	**$ -**	**$ -**	**$ 18,000**	**$ -**	**$ -**	**$ -**	**$ 18,000**	**$ 124,263**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 11,983**	**$ 11,983**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,000**	**$ 10,000**	**$ -**	**$ -**	**$ 149,204**
Phase 2C - Bidding Support																																						
1	Assist the City in advertising/obtaining bids or proposals												8	$ 1,480	$ -						$ -	$ 1,480	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,506
2	Attend pre-bid conference and issue meeting minutes												28	$ 5,908	$ -		$ 1,600				$ 1,600	$ 7,508	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,611
3	Issue addenda		12		12								144	$ 27,324	$ -						$ -	$ 27,324	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,802
4	Provide information to the City for negotiations												8	$ 1,480	$ -						$ -	$ 1,480	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,506
5	Attend bid opening												16	$ 2,960	$ -		$ 800				$ 800	$ 3,760	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,812
6	Prepare bid tab and assist City with evaluation												8	$ 1,480	$ -						$ -	$ 1,480	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,506
7	Prepare conformed construction documents									12	24		60	$ 7,684	$ -						$ -	$ 7,684	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,818
	QC Hours Only												2	$ 684	$ -						$ -	$ 684	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 696
	Sub-total	**0**	**12**	**0**	**0**	**12**	**0**	**0**	**0**	**12**	**24**	**0**	**274**	**$ 49,000**	**$ -**	**$ -**	**$ 2,400**	**$ -**	**$ -**	**$ -**	**$ 2,400**	**$ 51,400**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 52,258**
	Hours	**74**	**318**	**276**	**90**	**854**	**425**	**478**	**70**	**1,673**	**2,244**	**104**	**19,230**																									
	Fee	**$15,466**	**$42,612**	**$40,572**	**$18,180**	**$198,982**	**$62,050**	**$53,058**	**$14,000**	**$195,741**	**$215,424**	**$22,880**		**$ 2,999,902**	**$ -**	**$ -**	**$ 65,800**	**$ 40**	**$ -**	**$ -**	**$ 65,840**	**$ 3,065,742**	**$ 352,400**	**$ 352,400**	**$ 42,500**	**$ 42,500**	**$ 11,983**	**$ 11,983**	**$ -**	**$ -**	**$ 10,000**	**$ 10,000**	**$ 1,275**	**$ 1,275**	**$ 10,000**	**$ 10,000**	**$ 90,336**	**$ 90,336**	**$ 3,662,659**
	Escalation													**$ 52,498**																								
	Sub-consultant Budget w/ Mark-up																							**$ 370,020**		**$ 44,625**		**$ 12,582**		**$ -**		**$ 10,500**		**$ 1,339**		**$ 10,500**		**$ 94,853**	
	Total																																					**$ 3,662,659**

Memo

CITY OF ASHLAND

Date: September 25, 2019
From: Scott Fleury PE, Deputy Public Works Director
To: Kelly Madding, City Administrator
RE: Water Treatment Plant Decision Points

Below is a list of items with specific decisions as actions through the City Council.

April 17, 2012: 2012 Comprehensive Water Master Plan
Council adopted the master plan at the April 17, 2012 Business Meeting. The plan included development of a 2.5 MGD water treatment plant and 2.6 MG storage reservoir.
2.5 MGD Plant estimated at $12 million plus one additional employee requirement.
2.6 MG storage reservoir estimated at $6.7 million.
April 17, 2012 Minutes

April 7, 2015: 2015-2017 Capital Improvement Program
Council approved the 2015-2017 Capital Improvement Program at the April 7, 2015 Business Meeting. The CIP included the 2.5 MGD water treatment plant and 2.6 MD water storage reservoir.
2.5 MGD Plant estimated at $14.5 million plus one additional employee requirement.*
2.6 MG storage reservoir estimated at $8.13 million.*
***Numbers inflated annually from the 2011 master plan project estimate.**
April 7, 2015 Minutes

June 16, 2015: 2015-2017 Biennium Budget
Council approved the 2015-2017 Budget at the June 16, 2015 Business Meeting that included appropriations for the 2.5 MGD water treatment plant and 2.6 MD water storage reservoir.
2.5 MGD Plant estimated at $14.5 million plus one additional employee requirement.
2.6 MG storage reservoir estimated at $8.13 million.
June 16, 2015 Minutes

June 7, 2016: Infrastructure Finance Authority Funding Resolution
Council approved a resolution at the June 7, 2016 Business meeting authorizing an Infrastructure Financing Authority loan for engineering and construction of a new 2.5 MGD water treatment plant. The terms of the loan include $14,811,865 in principal, $1,030,000 in loan forgiveness and an interest rate of 1.79% for thirty years
June 7, 2016 Minutes

December 6, 2016: 2.6 MG Storage Reservoir Reimbursement Resolution
Council approved a reimbursement resolution at the December 6, 2016 Business Meeting associated with the 2.6 MG water storage reservoir recommended in the 2012 master plan. The reimbursement resolution allows the City to reimburse itself via loan proceeds for all engineering work completed prior to construction.

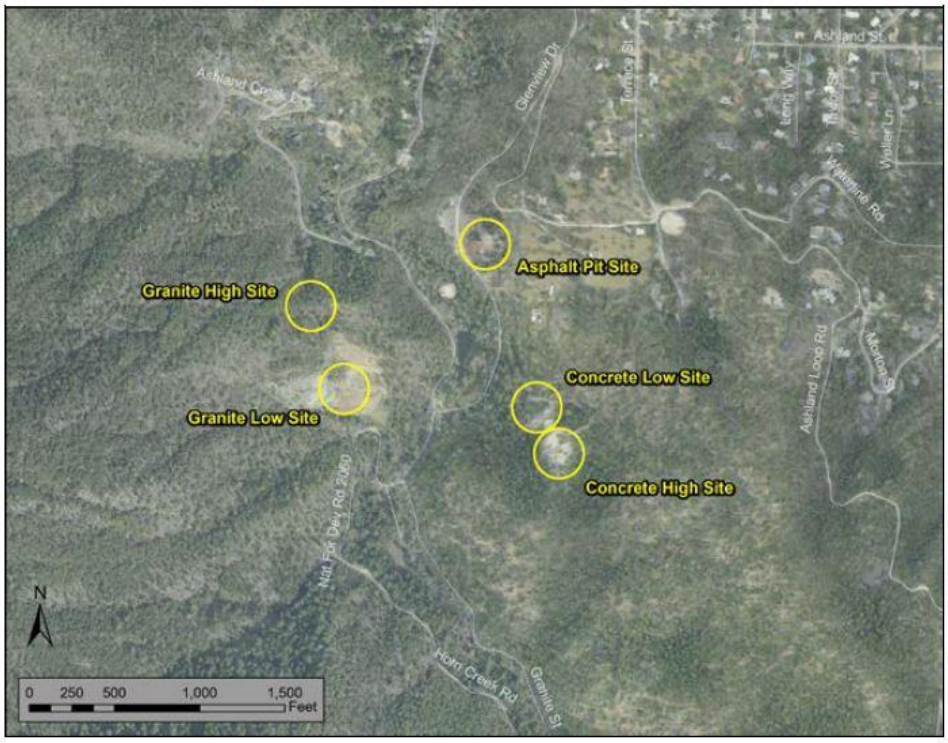
December 6, 2016 Minutes

March 21, 2017: 2.5 MGD Water Treatment Plant Preliminary Engineering

Council approved a professional services contract with Keller Associates at the March 21, 2017 Business Meeting for the design development of a 2.5 MGD water treatment plant and 2.6 MG water storage reservoir. The preliminary engineering included a siting study and treatment process analysis. Initial site costs: *

1. Concrete Pit (high) $11.6 million
2. Concrete (low) $13.5 million
3. Granite (high) $14.7 million
4. Granite (low) $11.6 million
5. Asphalt Pit $15.4 million

*The initial site costs developed by Keller Associates in the preliminary phase only account for site work (grading/excavation), piping, pumping and electrical. Total cost was evaluated after the Granite low site was selected. All sites evaluated are on city owned property.



Total estimated cost of construction for the Granite low site:

1. Granite Low Membrane Filtration $26.2 million
2. Granite Low Membrane Filtration + UV $24.4 million
3. Granite Low Membrane Filtration + Ozone $29.4 million
4. Granite Low Conventional Filtration $30.7 million

March 21, 2017 Minutes

November 6, 2017: 2.5 MGD Water Treatment Plant Project Review

Council received a presentation at the November 6, 2017 Study Session from the Director of Public Works who recommended a fresh look at the proposed 2.5 MGD water treatment plant. Options provided to Council where to analyze and compare costs and risks associated with rehabilitation of the existing plant to provide a 20-year useful life vs. construction of a brand new 7.5 MGD water treatment plant. The proposal was to compare the City's current water treatment plant with a new one

that would treat water in exactly the same way. At this time the City wasn't looking at other water treatment alternatives. In addition, prior to this meeting the Director discussed these options with the Ashland Water Advisory Ad-Hoc Committee (AWAC) at their regular meeting on September 26, 2017. The Committee unanimously supported the Director moving forward with the analysis.
November 6, 2017 Minutes

April 2, 2018: Water Treatment Plant Next Steps
Council received a follow up presentation at the April 2, 2018 Study Session from the Director of Public Works regarding an analysis done by Black and Veatch and RH2 regarding improvements to the existing plant and risk mitigation compared to building a new 7.5 MGD facility at an alternate site.
Existing plant rehabilitation (20 year life) $5.57 million.
No feasible cost developed for risk mitigation (fire, flood, landslide, seismic).
7.5 MGD Plant (new) $22.59 million (direct filtration-same as existing plant).
April 2, 2018 Minutes

October 2, 2018: Preliminary Engineering 7.5 MGD Water Treatment Plant
Council at the October 2, 2018 Business Meeting approved a professional services contract with HDR Engineering for the preliminary engineering phase for the new 7.5 MGD water treatment plant.
October 2, 2018 Minutes

April 2, 2019: 2019-2039 Capital Improvement Program
Council approved the 20-year CIP at the April 2, 2019 Business Meeting. The 20-year CIP contained the proposed 7.5 MGD water treatment plant project in the water fund.
7.5 MGD water treatment plant 5% design opinion of cost $32 million.
April 2, 2019 Minutes

June 4, 2019: 2019-2021 Biennium Budget
Council approved the 2019-2020 biennial budget at the June 4, 2019 Business meeting, which included appropriations for the 7.5 MGD Water Treatment Plant.
7.5 MGD water treatment plant 5% opinion of cost $32 million.
June 4, 2019 Minutes

June 4, 2019: FY 2020 Water Rates
Council approved a 4% water rate increase at the June 4, 2019 Business meeting. Water rates/revenues support the water fund and in turn all water capital improvement projects including the 7.5 MGD water treatment plant.
June 4, 2019 Minutes

August 5, 2019: 7.5 MGD Water Treatment Plant Progress Update
Council received a presentational update on the preliminary engineering phase for the new plant at the August 5, 2019 Study Session.
7.5 MGD water treatment plant 30% design cost estimate $36 million.
No proposed staffing increases.
August 5, 2019 Agenda

In addition to Council actions staff has continuously updated AWAC during their regularly scheduled public meetings on project status during 2019. This included a presentation by HDR similar to the one given before Council on August 5, 2019.

NS-2-1: Evaluate the value and potential for incentives for practices that reduce use of potable water for non-potable purposes and recharge ground water.

- **Irrigation Evaluations & Indoor Evaluations**
  - Every year water conservation staff offer free irrigation system evaluations and indoor water use evaluations for all Ashland customers. Evaluations are offered during the summer months and consist of an assessment of the design, operation/management of sprinkler systems. Assistance with programming sprinkler controllers and developing watering schedules is also provided.

- **Lawn Replacement Program:**
  - Provides customers with a rebate for removing lawn and replacing with low water use and climate appropriate plants as well as more efficient irrigation systems.

- **Graywater Reuse & Rainwater Catchment**
  - The City has developed information about graywater and rainwater catchment systems. A water use evaluation guide is now offered to help customers determine how much graywater they produce using plumbing fixtures such as showers and washing machines. The City has offered four workshops in the past two years on Graywater Reuse and Rainwater Catchment. We plan to continue to offer workshops in the future. More information can be found at www.ashland.or.us/graywater

- **Right Water Right Use**
  - The City will continue to replace potable water irrigation with TID irrigation where feasible. The City has proposed to pipe a two-mile portion of the TID canal, which will reduce evaporation and seepage losses as well as improve water quality.

- **Water-Wise Landscaping Website**
  - Website designed to inspire the creation of landscapes that incorporate lower water use plants. It serves as a virtual demonstration garden that showcases examples from local residents' landscapes and provides useful information on how to care for these planting.

- **Watering Hotline**
  - During the months of May through October, we provide weekly watering data to assist customers in programming their irrigation system controllers. We gather local Evapotranspiration (ET) data from a weather station located at the Wastewater Treatment Plant to develop a suggested watering schedule for the week.
  - Developed a water use calculator for customers to evaluate their own water use.

- **Handouts / Resources**
  - Created a sampling watering guide for every two weeks throughout the summer months.
  - Water Saving guide for the outdoors
  - How to read your water meter

- **Landscaping and Irrigation Plan Review:**
  - The City's Water Conservation Specialist reviews and provides comments on landscape and irrigation plans submitted to the Planning Division when applicable. Direction for meeting water efficiency standards is provided through the plan review process and also directly to landscape designers.

NS-2.2: Explore water-efficient technologies on irrigation systems and consider requiring them during the permitting process.

- We continue to explore this objective.

NS-2-3: Expand water conservation outreach and incentive programs for residents and businesses.

The City provides technical assistance to residential and multi-family residential customers in a variety of ways to encourage and assist with implementing water conservation measures. In the last five years, we have expanded our program to include providing technical assistance to commercial and institutional customers. Currently all customer categories are eligible for our free evaluations, rebates and/or giveaways. Programs include, Indoor water evaluations, Irrigation system evaluations, appliance rebates and giveaways such as showerheads and aerators. We continue to work with trade allies to encourage production and installation of water efficient fixtures and products in accordance with Oregon's plumbing code regulations and the Oregon Landscape Contractors Board. This technical assistance is advertised in multiple ways and includes the following services:

- **Irrigation Evaluations & Indoor Evaluations**
  - Every year water conservation staff offer free irrigation system evaluations and indoor water use evaluations for all Ashland customers. Evaluations are offered during the summer months and consist of an assessment of the design, operation/management of sprinkler systems. Assistance with programming sprinkler controllers and developing watering schedules is also provided.
  - Indoor Water Evaluation - evaluate water use on indoor plumbing fixtures, look for leaks and giveaway showerheads, aerators and toilet leak tablets.

- **Giveaways**
  - Regularly giveaway low-flow aerators for bathroom and kitchen sinks, low-flow shower heads and soil moisture meters.
- **Rebates**
  - **Toilets:** We offer rebates for replacing older toilets with more efficient WaterSense labeled toilets
  - **Washing Machines:** We offer rebates for replacing older washing machines with more efficient Energy Star washers.
  - **Lawn Replacement Program:** Provides customers with a rebate for removing lawn and replacing with low water use and climate appropriate plants as well as more efficient irrigation systems.

- **Public Outreach:**
  - Water Wise Landscaping Website
  - Watering Hotline
  - Water Conservation Webpage
  - Handouts on watering schedules, tips for using water indoors and outdoors, how to read your meter handout, graywater, rainwater catchment, drought, how to water trees and much more.
  - Articles are written for the City Source newsletter that are delivered with utility bills monthly
  - Participate in community events such as staffing a booth at Science Works on Earth Day or the Salmon Festival at North Mountain Park.

- **Potential Future Programs**
  - Exploring a “Smart” irrigation controller and pressure reducing valve rebate program.

NS-3-1: Evaluate the potential for installation of rainwater collection systems at City facilities for graywater uses, and investigate opportunities for graywater reuse at existing and new City facilities and properties.

- We continue to evaluate this objective.

NS-3-2: Implement efficiency recommendations for the City facilities water audit.

- We continue to explore this objective. At this time, a facilities water audit has not been conducted.

Memo

CITY OF ASHLAND

TO: City Council
FROM: Administration Department
DATE: October 1, 2019
RE: Water Treatment Plant Actions

Both the Conservation Commission and the Climate Policy Commission recently received input from citizens and Commission members themselves regarding the upcoming Council deliberation and decision making regarding the Water Treatment Plant final engineering contract. Both Commissions are concerned that the project has been developed without enough regard to the goals and objectives of the City's Climate and Energy Action Plan. The project was not formally on the agenda for either of the Commissions so neither advisory body was able to receive a presentation or Q & A from Public Works project staff, nor was any project information included in either Commission's packet materials.

After considerable discussion, each Commission unanimously put forward a recommendation for Council's consideration.

Conservation Commission - August 28, 2019 meeting:
Moved to approve a letter of recommendation that a Greenhouse Gas Emissions analysis with Climate and Energy Action Plan (CEAP) goals taken into consideration for the contract approval for the Water Treatment Plant final engineering acknowledging that the Climate Policy Commission (CPAC) has not started meeting therefore cannot make a recommendation.

Climate Policy Commission motion - September 12, 2019 meeting:
Moved to request that the Council postpone their final decision on the Water Treatment Plant until a more detailed assessment of the Greenhouse Gas footprint of the proposed plan is taken.

CITY OF ASHLAND
20 East Main Street
Ashland, Oregon 97520
www.ashland.or.us
Tel: 541-488-6002
Fax: 541-488-5311
TTY: 800-735-2900