

Council Business Meeting

February 18, 2020

Agenda Item	Approval of Personal Services Contract for Comprehensive Sanitary Sewer Collection System Master Plan	
From	Paula Brown, P.E. Chance Metcalf	Public Works Director Engineering Project Manager
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SUMMARY

Before Council is a personal services contract for professional engineering services for the Comprehensive Sanitary Sewer Collection System Master Plan Project with RH2 Engineering. This project was publicly advertised with a formal Qualifications Based Proposal (RFQ). RH2 was selected as the most qualified among three proposers. The purpose of this master plan is to evaluate the City's wastewater collection system and make recommendations for improvements and upgrades throughout the City's facilities. Recommendations will be based on ultimate build out in the City and will include near-term and long-term projects that can be incorporated into the City's Capital Improvement Program to provide adequate system capacity.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

- Maintain Essential Services
- Continue to leverage resources to develop and/or enhance Value Services
 - Emergency Preparedness
 - Address Climate Change

CEAP Goals:

1. Reduce Ashland's contribution to global carbon pollution by reducing greenhouse gas emissions associated with City, residential, commercial, and industrial activities.
2. Prepare the city's communities, systems, and resources to be more resilient to climate change impacts.

Strategic Initiatives:

- Maximize conservation of water and energy.
- Support climate-friendly land use and management.

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

BACKGROUND AND ADDITIONAL INFORMATION

Staff advertised the Comprehensive Sanitary Sewer Collection System Master Plan RFQ on October 21, 2019, on the Oregon Procurement Information Network (ORPIN) site, in the Medford Mail Tribune/Daily Journal of Commerce, and on the City's website. Three proposals were received on November 19, 2019. Six city staff members independently graded each proposal with the criteria developed for the RFQ. RH2 Engineering, was the highest ranked proposer. Staff subsequently sent a letter of intent to negotiate with RH2 on December 3,

2019. RH2 and staff have worked together through email, phone, and meetings to finalize a formal scope of work and cost proposal for the project. A final scope and fee proposal were submitted by RH2 on January 28, 2020, which was subsequently reviewed and approved by staff. Staff provided an email notice of intent to award to RH2 on January 29, 2020 conditioned on Council approval at the February 18, 2020 business meeting. If approved, staff expects the project to begin in February 2020 and be complete within eighteen months after notice to proceed.

The wastewater collection system plan will make recommendations for improvements and upgrades throughout the City's facilities and update the existing 2012 master plan. A significant portion of this work includes coordinated flow monitoring to evaluate probable inflow and infiltration concerns that staff has been experiencing during rain events and pinpoint locations to correct those deficiencies. Recommendations for improvements will include an operations and maintenance plan. The project will include at a minimum, the following primary work elements:

1. Basis of Planning
2. Flow Projections
3. Description and Condition of Existing System
4. Collection System Analysis and Prioritization of Future Recommendations
5. System Optimization
6. Capital Project Development Plan
7. Financial Strategy; Rate and System Development Charge (SDC) Update
8. System Operation, Maintenance and Rehabilitation Assessment
9. Policy Recommendations

FISCAL IMPACTS

The cost proposal included with the scope of work falls within the 2019-21 Wastewater Systems Development Charges fund biennium budget. Revenues for this project come directly from wastewater collections system development charges for new construction to match capacity needs with the growth within the city.

STAFF RECOMMENDATION

Staff recommends Council move approval of the personal services contract for professional engineering services for the Comprehensive Sanitary Sewer Collection System Master Plan Project for a cost not to exceed \$298,452.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

Council has the option to approve this contract or refer staff back for a new request for proposals. Potential motions include:

1. I move approval of a contract for professional engineering services with RH2 Engineering in the amount of \$298,452 for the Comprehensive Sanitary Sewer Collection System Master Plan.
2. I move to direct staff to reconsider a new solicitation for the Comprehensive Sanitary Sewer Collection System Master Plan Project.
3. I move to direct staff to forgo the Comprehensive Sanitary Sewer Collection System Master Plan.

REFERENCES & ATTACHMENTS

Attachment 1: Personal Services Contract between the City and RH2 Engineering

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: RH2 ENGINEERING, INC.

CONSULTANT'S CONTACT: Rachel Lanigan

ADDRESS: 3553 Arrowhead Drive, #200
Medford, Oregon 97504

TELEPHONE: 541-326-4437

EMAIL: rlanigan@rh2.com

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and RH2 Engineering, Inc., a foreign business corporation ("hereinafter "Consultant"), for the purpose of updating the City's Comprehensive Sanitary Sewer Master Plan.

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 an update to the City's Comprehensive Sanitary Sewer Master Plan (hereinafter "SSMP") as more fully set forth in the Consultant's Scope of Work dated January 2020, which is attached hereto as "Exhibit A" and incorporated herein by this reference. 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 supporting documents.
- 4. All Costs Borne By Consultant:** Consultant shall, at its own 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 "RH2 Engineering, Inc. 2020 Schedule of Rates and Charges" which is attached hereto as "Exhibit "C" 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 **\$298,452.00 (two hundred ninty-eight thousand four hundred and fifty-two U. S. 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 E" 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 arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to 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 services 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; or 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 error, omission or negligent acts related to the professional services to be provided under this Agreement. "Tail" coverage will be required at the completion of the Work under this Agreement for the remaining Term, and for not less than twenty-four (24) months after completion of all Work. Consultant shall be responsible for furnishing certification of the "tail" coverage as described herein or continuous "claims made" liability coverage for not less than twenty-four (24) months following completion of all Work, provided that the continuous "claims made" coverage has a retroactive date on or before the Effective Date of 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. **Nonappropriations Clause.** Funds Available and Authorized: The 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 D” and incorporated herein by this reference.

CITY OF ASHLAND:

RH2 ENGINEERING, INC. (CONSULTANT):

By: _____
City Administrator

By: _____
Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

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

APPROVED AS TO FORM:



Assistant City Attorney



Date

EXHIBIT A
Scope of Work
City of Ashland
Comprehensive Sanitary Sewer Collection System Master Plan
January 2020

Background

The City of Ashland (City) has selected RH2 Engineering, Inc., (RH2) to provide an update to its Comprehensive Sanitary Sewer System Master Plan (SSMP). The current *Comprehensive Sanitary Sewer Master Plan* was completed in 2012 by Keller Associates. The intent of the update is to confirm the location of the highest inflow and infiltration (I/I) problem areas, update the City's sewer model, and provide a prioritized 20-year Capital Improvement Plan (CIP) that balances maintenance, I/I reduction, and capacity requirements. The update also includes reviewing and providing recommendations regarding City policies, operation and maintenance procedures, and asset management program. Lastly, the SSMP includes an assessment of the financial impacts of the recommended CIP. This SSMP only addresses the City's sewer collection system (i.e., it does not include evaluation of the City's wastewater treatment plant).

Approach

This approach represents RH2's understanding of the City's sewer planning goals at the time that this Scope of Work was written. The approach to the work may change as the project progresses. Some of the work tasks will be completed simultaneously to expedite the project schedule. The current goal is for the work to be accomplished generally in the following order, with the realization that some tasks are dependent on the results of the Flow Monitoring Program and system surveying.

- Basis of Planning Tasks – Data Gathering and Existing System Evaluation; Regulations, Policies, and Design Criteria; Flow Monitoring Program and Flow Projections; and Sanitary Sewer Model Update.
- System Analysis – Collection System Condition Assessment; I/I Reduction Evaluation; and System Capacity Evaluation.
- SSMP Implementation – Capital Improvement Plan; Financial Analysis; Operations and Maintenance (O&M) Plan Development; and Finalize SSMP.

The following Scope of Work assumes that the SSMP project will include the work described above and that the deliverables will be standalone documents that add to and update the existing plan. This update will not recreate or review all data in the existing plan or include a review or analysis of all existing components included in the 2012 SSMP. Due to the nature of the project, RH2 will use and rely upon existing data, materials, and information as-is unless otherwise described in this Scope of Work. RH2's scoped effort will be performed up to the hours included in the attached Fee Estimate. If additional effort is needed, that effort will be mutually determined by the City and RH2. RH2 will perform extra work only at the direction of the City.

Task 1 – Project Administration

Objective: Coordinate with City staff, subconsultants, and the RH2 project team to manage the schedule, cost, and final deliverables for the project. *This role will occur through the duration of this Scope of Work and will be a key component in project completion.*

Approach:

- 1.1 Coordinate with City staff and manage RH2 staff resources. Monitor the scope, budget, and schedule for the project. Prepare monthly invoices and budget status summaries. Perform project administration and management tasks to help facilitate timely delivery of work products.
- 1.2 Coordinate and manage tasks provided by subconsultants.
- 1.3 Coordinate and attend monthly project status review phone calls with the City's Project Manager.

Assumptions:

- RH2's Project Manager will coordinate communication through the City's Project Manager.

Provided by City:

- Staff attendance at all project meetings.
- Timely review of all project deliverables.

RH2 Deliverables:

- Project schedule in electronic (PDF) format.
- Monthly invoices in electronic PDF format.
- All meeting agendas and meeting minutes in electronic PDF format.

Task 2 – Data Gathering and Existing System

Objective: Confirm available data on existing facilities and operational issues. Provide direction for the City to gather additional data needed for other tasks. Reference the City's existing *Comprehensive Sanitary Sewer Master Plan*.

- 2.1 Prepare a data request and submit to City. Compile and review current and historical data provided.
- 2.2 Project Kickoff Meeting. Coordinate and attend a project kickoff meeting with City staff to discuss available data and general operation and known issues with the sewer collection system.
- 2.3 Confirm service area boundaries and sewer basins utilizing City GIS data. Prepare system maps for review with City staff.
- 2.4 Conduct staff interviews and site visits to sewer lift stations and up to three (3) additional critical locations.

2.5 Data Collection Recommendations Meeting. Coordinate and attend a meeting with City staff to discuss the following:

- Flow monitoring recommendations at lift stations during the summer of 2020 and winter of 2020/2021 (*it is assumed that the City will install data loggers at critical lift stations to collect hourly operational data*);
- System-wide manhole survey for updating GIS, Cartegraph, and the sewer model (*it is assumed that City crews will collect measure-down data from manhole rims, and manhole rim elevations will be estimated from available LiDAR or contour data for all pipes and manholes that the City wishes to include in the capacity and I/I analyses*);
- Coordination of pipe inspection data with the City's asset management software (*it is assumed that the City will update the Cartegraph software with the most recent video inspection data, and the Cartegraph software can be linked to the City's pipe GIS data to assign pipe condition issues*).

2.6 Coordinate condition assessment of private side sewers. Provide recommendations for City staff to perform video inspections in up to fifty (50) side sewers. Coordinate with City staff to identify locations for video inspections and provide maps of recommended locations. At least fifty (50) side sewers should be video inspected from the main to the structure served. *It is assumed that the City will perform this work or hire a separate video inspection contractor. No fee is included for RH2 to perform the video inspections. It is assumed the City will obtain all Right-of-Entry agreements to allow these inspections to take place.*

2.7 Prepare Draft Chapter 1: Existing System for City review.

Assumptions:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. If information, data, or materials appear inadequate or questionable, RH2 will inform the City and request that data is verified or questions are resolved.*

Provided by City:

- Data listed in the data request.
- Staff attendance at site visits.
- Updated manhole GIS data to include rim elevations.
- Updated pipe GIS data to include invert elevations from a City survey of manholes and data fields reflecting maintenance records.
- Video inspections for side sewer condition assessment.

RH2 Deliverables:

- Data request to be provided by City in electronic PDF format.

- Recommendations for items listed in subtask 2.5 in electronic PDF format.
- Maps of recommended side sewer inspections in electronic PDF format.
- Draft Chapter 1: Existing System in electronic PDF format.

Task 3 – Regulations, Policies, and Design Criteria

Objective: Review and provide recommendations on City regulations, policies, and design criteria.

- 3.1 Review current City regulations, policies, and design criteria. Regulations, policies, and criteria will be organized by topic (such as service policies, ownership and maintenance of side sewers and laterals, pre-treatment regulations, financial policies, etc.) into tabular form. In each table, current regulations, policies, and criteria will be summarized, cited, and include recommended actions and example language.
- 3.2 Regulations, Policies, Criteria Meeting 1. Coordinate and attend a meeting with City staff to discuss existing regulations, policies, and criteria. Provide draft policy tables one (1) week prior to the meeting for City review.
- 3.3 Regulations, Policies, Criteria Meeting 2. Coordinate and attend a meeting with City staff to confirm recommended revisions to regulations, policies, and criteria based on discussions from the first meeting. Provide updated draft policy tables one (1) week prior to the meeting for City review.
- 3.4 Prepare Draft Chapter 2: Regulations, Policies, and Design Criteria for City review. Include final policy tables.

Assumptions:

- *This Scope of Work does not include assistance with adoption of any revised codes or regulations.*
- *This Scope of Work does not include revisions to any developer’s extension manuals.*
- *Evaluation criteria of the existing sewer system may differ from City criteria for design of new infrastructure.*

RH2 Deliverables:

- Draft regulations, policies, and criteria tables documenting existing policies and recommendations in electronic PDF format.
- Draft Chapter 2: Regulations, Policies, and Design Criteria in electronic PDF format.

Task 4 – Flow Monitoring Program and Flow Projections

Objective: Coordinate a flow monitoring program for the winter period of 2020/2021 to capture system-wide dry weather and wet weather flows. The flow monitoring program will estimate inflow and infiltration rates for each basin. Review resulting flow data and develop flow projections.

Approach:

- 4.1 Coordinate a Flow Monitoring Program with a subconsultant to RH2 (assuming either ADS Environmental Services, Inc. or V&A Consulting Engineers, Inc.) to provide rented meters, rain gage(s), flow monitoring, data processing, and a summary flow monitoring report. Coordinate and attend up to two (2) meetings with City staff and flow monitoring company confirming details of the flow monitoring program, such as flow meter number and locations, concurrent use of City flow meters and City-supplied flow loggers to lift stations, duration of the flow metering program, and potential cost implications. *The locations will consider the City's historic flows and use of the wastewater treatment plant and pump station flow monitoring.* Attend up to two (2) meetings with City staff and flow monitoring company to review status and results of the Flow Monitoring Program. Correlate City flow monitoring data (from City meters and lift station flow loggers) with rainfall data provided by flow monitoring to identify trends and I/I issues in the associated basins. *The Fee Estimate includes an estimated cost for the Flow Monitoring Program to be provided by the subconsultant. This cost will vary depending on the details of the Flow Monitoring Program to be confirmed in this subtask. It is assumed the flow monitoring company will provide the City with a detailed Flow Monitoring Report including flow for every monitoring location compared against rainfall data, and analyses of the results.*
- 4.2 Demographic Projections Meeting: Coordinate and attend a meeting with City planning staff to review growth assumptions impacting the sewer collection system. *It is assumed that the demographic projections will be initially based on the demographic projections used in the City's 2019 Water Master Plan.*
- 4.3 Review historical flow data and Flow Monitoring Program results to develop flow trends and assess peaking factors. Compare wet weather and dry weather data to determine regions that are producing the highest rates of I/I.
- 4.4 Flow Projections Meeting: Coordinate and attend a meeting with City staff to review the historic flow trends, peaking factors, and assumptions to be used for future flow projections.
- 4.5 Develop future flow projections for each basin.
- 4.6 Prepare Draft Chapter 3: Flow Projections for City review.

Assumptions:

- *Flow projections will not be completed until after completion of the flow monitoring program.*
- *Flow monitoring report will include the estimated I/I per acre for each basin.*

Provided by City:

- City to provide direction on key flow monitoring program decisions.

- City to provide direction on locations of future growth.
- For all lift stations without flow meters, City will purchase and install loggers to record pump on and pump off events. Loggers can be purchased for approximately \$400 each. City will provide RH2 with the setpoints for each wastewater lift station. That is, the elevations above the wet well floors upon which lead pumps turn on and off. The City also shall provide record drawings showing the dimensions of the wet wells and the locations and diameter of influent sewers.

RH2 Deliverables:

- Flow Monitoring Report in electronic PDF format (*provided by flow monitoring subconsultant*).
- Draft Chapter 3: Flow Projections for City review in electronic PDF format.

Task 5 – Sanitary Sewer Model Update

Objective: Convert the City’s sewer model to SewerGEMS and update the model to capture collection pipes in the system.

Approach:

- 5.1 Convert the City’s existing model to SewerGEMS (SWMM engine). Update existing model to include the City’s updated GIS data for pipes and manholes.
- 5.2 Calibrate model using results from the Flow Monitoring Program. Develop unit flow factors for unique land use types for use in future flow allocation.
- 5.3 Allocate future flows based on unit flow factors developed in subtask 4.2.
- 5.4 Prepare Technical Memorandum: Model Update and Calibration.
- 5.5 Sewer Model Update Meeting: Coordinate and attend a meeting with City staff to review the updated sewer model.

Assumptions:

- *The City will complete a survey of all manholes to be used in the sewer model to confirm invert elevations.*
- *Manhole rim elevations will be based on local contour data in GIS.*
- *The City’s updated GIS is/will be an accurate representation of the pipes and manholes to be included in the model; this Scope of Work does not include reviewing as-builts for data confirmation.*
- *The sewer model update will not be completed until after completion of the flow monitoring program.*

Provided by City:

- Updated GIS data with manhole invert data to be used in the sewer model.

RH2 Deliverables:

- Technical Memorandum: Model Update and Calibration in electronic PDF format.

Task 6 – Collection System Condition Assessment

Objective: Assess the overall condition of collection system pipes, manholes, lift stations, and diversion structures. Develop criteria for prioritizing collection system improvements based on age and condition.

Approach:

- 6.1 Condition Assessment Meeting 1: Coordinate and attend a meeting with City staff to discuss historic maintenance methods, documentation, available data fields in Cartegraph software, and known problem areas. Confirm Remaining Useful Life (RUL) assumptions.
- 6.2 Develop condition assessment method that uses data available in the City's Cartegraph data to summarize the pipe conditions.
- 6.3 Perform a RUL analysis of pipes and manholes, considering age, material, historic problems, and RUL assumptions.
- 6.4 Perform a lift station assessment following Oregon Department of Environmental Quality (DEQ) guidelines. Develop a checklist for investigating lift stations that follows the DEQ guidelines for new lift stations. During site visits in Task 2, complete lift station assessment forms for each station. Rank lift stations for priority repair or replacement.
- 6.5 Condition Assessment Meeting 2: Coordinate and attend a meeting with City staff to discuss results of the condition assessment.
- 6.6 Prepare Draft Chapter 4: Condition Assessment.

Provided by City:

- The City will document condition of pipes and manholes in the Cartegraph software and will provide GIS data with conditions assigned at all pipes and manholes.
- Static and operating discharge pressures for all pump stations.
- Manufacturers submittal literature for existing pumps for each lift station. In particular, the pump curves for each pump.

RH2 Deliverables:

- Draft Chapter 4: Condition Assessment in electronic PDF format.
- Pump station evaluation forms in electronic PDF format.
- Condition assessment database in electronic format (GIS or Microsoft Excel).

Task 7 – I/I Reduction Evaluation

Objective: Identify areas of high I/I to evaluate the most critical basins and provide a prioritized list of improvements.

Approach:

- 7.1 Prioritize basins with high inflow, infiltration, or both given the results of the flow monitoring program.
- 7.2 Identify I/I reduction opportunities, including estimated effectiveness of specific I/I reduction methods.
- 7.3 Develop cost estimates to achieve I/I reduction goals.
- 7.4 I/I Reduction Meeting 1: Coordinate and attend a meeting with City staff to discuss I&I recommendations and associated costs.
- 7.5 Prepare Draft Chapter 5: I/I Reduction Plan.

Assumptions:

- *I/I reduction opportunities will consider the condition analysis results, flow monitoring results, and side sewer video inspection results.*
- *Task 7 will not be started until completion of the Flow Monitoring Program.*
- *The final I/I reduction plan will be completed after Task 8.*

RH2 Deliverables:

- Draft Chapter 5: I/I Reduction Plan in electronic PDF format.

Task 8 – System Capacity Evaluation

Objective: Evaluate the capacity of the existing collection system under current and future sewer flows to determine the ability of the system to meet the City's criteria.

Approach:

- 8.1 Identify current and future capacity deficiencies using sewer model. Assess lift station capacities for current and future flows.
- 8.2 Re-evaluate deficiencies considering specific I/I reduction efforts in the associated sewer basins.
- 8.3 System Capacity Evaluation Meeting 1: Coordinate and attend a meeting with City staff to discuss the results of the capacity evaluation.
- 8.4 Identify improvements to address remaining deficiencies. Prepare planning-level cost estimates for each improvement based on current industry prices.
- 8.5 Develop an alternatives analysis comparing the costs of capacity improvements and I/I reduction efforts in each basin. Include a comparison of energy use at the Wastewater

Treatment Plant with and without I/I reduction. Develop recommendations for improvements in each basin.

8.6 System Capacity Evaluation Meeting 2: Coordinate and attend a meeting with City staff to discuss the alternatives analysis and recommendations for each basin.

8.7 Prepare Draft Chapter 6: System Capacity Evaluation.

Assumptions:

- *The alternatives will consider the City's climate change and energy reduction goals.*

Provided by City:

- Approximate energy use of wastewater treatment plant expressed as a volumetric rate.

RH2 Deliverables:

- Draft Chapter 6: System Capacity Evaluation in electronic PDF format.

Task 9 – Capital Improvement Plan

Objective: Describe and schedule improvements to address deficiencies identified in the sanitary sewer system analyses. Prepare planning-level cost estimates for each project identified. Develop a CIP that the City can use for capital planning.

Approach:

9.1 Summarize completed sewer collection system improvements since last adopted SSMP.

9.2 Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, and the associated cost estimate. Score all projects for addressing capacity, I/I reduction, and repair needs. Develop a preliminary prioritization of all projects to review with City staff.

9.3 CIP Meeting 1: Coordinate and attend a meeting with City staff to review the recommended improvements in each basin and draft prioritization. Confirm the prioritization criteria. Discuss scheduling of projects in short-term, mid-term, and long-term planning periods.

9.4 Schedule improvements based on the results of subtask 9.3. *Prioritization and scheduling will consider other scheduled utility and transportation projects based on information provided by the City.* Prepare up to three (3) modified CIPs based on input from the City and the results of the financial analysis.

9.5 CIP Meeting 2: Coordinate and attend a meeting with City staff to review the final improvement prioritization and draft schedule.

9.6 Prepare Draft Chapter 7: Capital Improvement Plan. Incorporate final CIP that meets financial requirements evaluated in Task 10.

Provided by City:

- City to provide latest CIP for streets and other utilities for coordination with sewer CIP scheduling.
- City to provide CIP for Wastewater Treatment Plant to be included in the CIP.

RH2 Deliverables:

- Draft CIP tables and figures for City review and comment in electronic PDF format.
- Draft Chapter 7: CIP in electronic PDF format.
- Final list of Capital Improvement Plan pipe improvements in GIS format.

Task 10 – Financial Analysis

Objective: Update the sewer fund financial model with the updated CIP. This work will be performed in conjunction with Hansford Economic Consulting, LLC, as a subconsultant to RH2.

Approach:

- 10.1 Review the current sewer System Development Charge (SDC) for adequacy with the updated CIP.
- 10.2 Perform a rate study based on the draft CIP, system maintenance needs, and growth projections. Include up to three (3) rate scenarios to meet the requirements of the CIP. Provide up to three (3) revisions of the recommended rate structure.
- 10.3 Research funding sources and offer recommendations for CIP prioritization.
- 10.4 Financial Analysis Meeting 1: Coordinate and attend a meeting with City staff to review the initial financial analysis results. Confirm financial assumptions and methodologies.
- 10.5 Financial Analysis Meeting 2: Coordinate and attend a meeting with City staff to review the financial analysis conclusions.
- 10.6 Prepare Draft Chapter 8: Financial Analysis.

Provided by City:

- Adopted SDC methodology and list of current sanitary sewer rates.
- Financial policies and goals for the collection system.
- Financial documents as requested.

RH2 Deliverables:

- Draft Chapter 8: Financial Analysis in electronic PDF format, with supporting tables.

Task 11 – O&M Plan Development

Objective: Develop an organized O&M plan to document procedures, provide industry standard maintenance and rehabilitation recommendations, and confirm staffing needs to support a robust O&M program.

Approach:

- 11.1 O&M Meeting 1: Coordinate and attend a meeting with City staff to discuss current procedures, policies, and documentation.
- 11.2 Evaluate pipe and manhole rehabilitation options and provide recommendations.
- 11.3 Develop a staffing plan with the goal of sufficiently staffing maintenance issues.
- 11.4 Develop O&M recommendations. Develop a list of standard operating procedures (SOPs) and standard operating guidelines (SOGs) for the City's use in customizing to actual procedures.
- 11.5 O&M Meeting 2: Coordinate and attend a meeting with City staff to review O&M recommendations.
- 11.6 Prepare a Draft O&M Plan for City review, including example SOPs and SOGs.
- 11.7 Prepare a final O&M Plan for City acceptance. Incorporate City comments from the draft O&M Plan.

Assumptions:

- *RH2 will organize and numerate SOPs and SOGs that will be copied from another utility. The City will be responsible for customizing these to meet specific City procedures and guidelines as the City desires.*

Provided by City:

- City to provide staffing resources, current and historical maintenance logs, and existing maintenance schedules.
- Comments on draft O&M Plan.

RH2 Deliverables:

- Sample SOPs and SOGs for the City's use.
- Draft O&M Plan in electronic PDF format.
- Final O&M Plan in electronic PDF format.

Task 12 – Finalize Sanitary Sewer Collection System Master Plan

Objective: Prepare a final draft of the SSMP and support City adoption.

Approach:

- 12.1 Finalize all SSMP draft chapters.

- 12.2 Develop Executive Summary, appendices, and a cover format.
- 12.3 Prepare a Staff Review Draft SSMP for City staff review. Document City comments and replies in a Comment Response Log.
- 12.4 SSMP Meeting 1: Coordinate and attend a meeting with City staff to discuss comments to the Staff Review Draft SSMP.
- 12.5 Prepare a Draft SSMP that incorporates City comments. The Draft SSMP is anticipated to be submitted to City Council for approval.
- 12.6 City Council Meeting: Attend a City Council Meeting and present a summary of the SSMP findings. Prepare a presentation summary of the SSMP to review with City staff prior to the Council meeting.
- 12.7 Prepare a Final SSMP for City adoption. Incorporate changes from City Council.
- 12.8 Create an electronic PDF document, including all chapters, appendices, and figures of the SSMP. *The electronic SSMP will contain hyperlinks and an organizational format that will be fully functional.*

RH2 Deliverables:

- Staff Review Draft SSMP in electronic PDF format.
- Comment Response Log in electronic PDF format.
- City Council Presentation Materials in electronic PDF format.
- Draft SSMP in electronic PDF format.
- Final SSMP in electronic PDF format.

Project Schedule

RH2 will commence with planning work within four (4) weeks of receiving a fully executed contract, with an estimated completion date of December 2021. The schedule is highly dependent on City staff availability, the Flow Monitoring Program, and data requests delivered to RH2.

EXHIBIT B -

Fee Estimate

City of Ashland

Comprehensive Sanitary Sewer Collection System Master Plan

Jan-20

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Project Administration	76	\$ 13,904	\$ -	\$ 870	\$ 14,774
Task 2 Data Gathering and Existing System Evaluation	110	\$ 20,184	\$ -	\$ 2,653	\$ 22,837
Task 3 Regulations, Policies, and Design Criteria	78	\$ 14,408	\$ -	\$ 1,077	\$ 15,485
Task 4 Flow Monitoring Program and Flow Projections	132	\$ 23,844	\$ 66,000	\$ 1,656	\$ 91,500
Task 5 Sanitary Sewer Model Update	97	\$ 16,516	\$ -	\$ 1,265	\$ 17,781
Task 6 Collection System Condition Assessment	105	\$ 18,413	\$ -	\$ 1,234	\$ 19,647
Task 7 I/I Reduction Evaluation	106	\$ 19,588	\$ -	\$ 1,330	\$ 20,918
Task 8 System Capacity Evaluation	132	\$ 23,238	\$ -	\$ 2,493	\$ 25,731
Task 9 Capital Improvement Plan	92	\$ 16,242	\$ -	\$ 516	\$ 16,758
Task 10 Financial Analysis	10	\$ 1,764	\$ 13,200	\$ 44	\$ 15,008
Task 11 O&M Plan Development	102	\$ 17,725	\$ -	\$ 1,264	\$ 18,989
Task 12 Finalize Sanitary Sewer Master Plan	123	\$ 18,221	\$ -	\$ 804	\$ 19,025
PROJECT TOTAL	1163	\$ 204,047	\$ 79,200	\$ 15,205	\$ 298,452

EXHIBIT C
RH2 ENGINEERING, INC.
2020 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$144	\$/hr
Professional II	\$157	\$/hr
Professional III	\$171	\$/hr
Professional IV	\$184	\$/hr
Professional V	\$196	\$/hr
Professional VI	\$212	\$/hr
Professional VII	\$227	\$/hr
Professional VIII	\$235	\$/hr
Professional IX	\$235	\$/hr
Control Specialist I	\$130	\$/hr
Control Specialist II	\$141	\$/hr
Control Specialist III	\$155	\$/hr
Control Specialist IV	\$168	\$/hr
Control Specialist V	\$178	\$/hr
Control Specialist VI	\$191	\$/hr
Control Specialist VII	\$206	\$/hr
Control Specialist VIII	\$214	\$/hr
Technician I	\$106	\$/hr
Technician II	\$118	\$/hr
Technician III	\$135	\$/hr
Technician IV	\$145	\$/hr
Technician V	\$157	\$/hr
Technician VI	\$172	\$/hr
Technician VII	\$187	\$/hr
Technician VIII	\$196	\$/hr
Administrative I	\$72	\$/hr
Administrative II	\$83	\$/hr
Administrative III	\$98	\$/hr
Administrative IV	\$118	\$/hr
Administrative V	\$138	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

EXHIBIT D

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 highest 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

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.