



CITY OF MILWAUKIE
COUNCIL RESOLUTION No. 70-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR ENGINEERING SERVICES FOR THE WASHINGTON STREET STORM REPLACEMENT PROJECT.

WHEREAS, the City of Milwaukie 2014 Master Stormwater Plan identified the existing storm system in Washington Street as under capacity and without water quality treatment; and

WHEREAS, the projects needed to address stormwater quality and quantity were included in the 2017-2022 Capital Improvement Plan adopted by City Council; and

WHEREAS, it is in the City of Milwaukie's best interest to contract out the engineering services for the design; and

WHEREAS, a formal competitive Request for Qualifications process following Public Contract Rule 70.015 was followed; and

WHEREAS, Environmental Science Associates (ESA) is recommended as the most qualified firm for the project; and

WHEREAS, Resolution Number 56-2017 was passed by City Council authorizing the City Manager or her designee to enter negotiations on compensation and scope of services with the selected engineering firm, ESA.

Now, Therefore, be it Resolved that the City Council, acting as the Local Contract Review Board, authorizes the City Manager to execute a personal services contract for engineering services for the Washington Street Storm Replacement with Chapter 70.015 of the City's Public Contracting Rules in an amount Not to Exceed \$400,904 with ESA.

Introduced and adopted by the City Council on 7/18/17.

This resolution is effective on 7/18/17.



Lisa Batey, Council President

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Scott S. Stauffer, City Recorder



City Attorney



**PERSONAL SERVICES AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR WASHINGTON STREET STORM PIPE REPLACEMENT AND
GREEN STREETS**

THIS AGREEMENT made and entered into this 14th day of August, 2017 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and Environmental Science Associates (ESA), whose authorized representative is Joe Richards hereinafter called Contractor.

RECITALS

WHEREAS City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and

WHEREAS City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by December 31, 2019. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor not to exceed four hundred thousand nine hundred four dollars (\$400,904) for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- C. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. **OWNERSHIP OF WORK PRODUCT**

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. **ASSIGNMENT/DELEGATION**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. **STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverage:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Professional Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

E. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

F. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

G. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

H. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for Washington Street Storm Pipe Replacement and Green Streets. The City of Milwaukie, its officers, directors and employees shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

I. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

J. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie
Attn: Finance
10722 SE Main Street
Milwaukie, Oregon 97222

Business Phone: 503-786-7555
Business Fax: 503-653-2444
Email Address: finance@milwaukieoregon.gov

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. **METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, email or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall

be used to transmit notices, bills, payments, and other information:

City	Contractor
City of Milwaukie	Company: Environmental Science Associates
Attn: Accounts Payable	Attn: Adam Zucker
10722 SE Main Street	819 SE Morrison Street, Suite 310
Milwaukie, Oregon 97222	Portland, Oregon 97214
Phone: 503-786-7523	Phone: 971-295-5006
Fax: 503-786-7528	Fax: 503-274-2024
Email Address: finance@milwaukieoregon.gov	Email Address: AZucker@esassoc.com

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) 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.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

13. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. NON-WAIVER

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

16. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. EXTRA (CHANGES) WORK

Only the City's Project Manager, Sheri Markwardt may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. WARRANTIES

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

21. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

23. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

24. AUDIT

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

25. SEVERABILITY

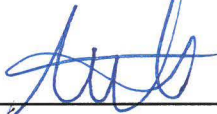
In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire 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 specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

CITY OF MILWAUKIE




Signature

Ann Ober, City Manager
Printed Name & Title

9-12-17
Date

CONTRACTOR



Signature

Joe Richards, Director
Printed Name & Title

8-21-17
Date



Personal Services Agreement Exhibit “A”

Scope of Services

For

Washington Street Storm Pipe Replacement and Green Streets
July 2017

Scope of Work:

The Washington Street stormwater conveyance system is currently over capacity and provides inadequate water quality treatment. Approximately 3,550 LF of stormwater pipe needs to be upsized and associated water quality treatment facilities need to be installed. The consultant shall utilize the City’s 2014 Stormwater Master Plan prepared by Brown and Caldwell as a basis for design. The consultant shall verify all alignments, pipe sizes, utility conflicts, and contributing basins in finalizing the design. The work identified as part of this Project is associated with multiple City projects from the Master Plan, primarily located on Washington Street and Main Street in the City. The projects have been identified in the City’s Stormwater Master Plan (January 2014) as “Washington Street”, Project ID 6-1, and Washington Green Streets, Project ID 6-2.

Additionally, at the completion of the Portland Milwaukie Light Rail Project, it was determined that an additional 104,000 square feet was required to be treated by water quality facilities and the design of the system shall be incorporated into the water quality analysis of this project. A preliminary recommendation is to have a Contech Stormfilter ®, or equivalent system installed at the intersection of Lake and Main Street.

The City will provide the selected consultant with a design level survey. No survey work will be required as part of this Project. If the selected consultant identifies any additional survey work, the City will coordinate the additional scope with the City’s surveyor.

Detailed design documents, including a design report, construction plans, and opinions of probable costs shall be completed utilizing the 2014 Stormwater Master Plan as a guide only. The selected consultant will be responsible to produce reports and calculations justifying the recommended design. All work under this agreement shall be completed under the direction of and sealed by a registered Oregon Professional Engineer. The work shall with these specifications. The consultant(s) shall assume responsibility for quality, performance, and completion of all services described below. Project Administration and any required or anticipated Coordination Meetings shall be included in the tasks as defined below.

Project 1 – SE Main Street / SE Lake Road Water Quality Vault

Task 1.1 – Project Management and Coordination

- **Project Administration**

Consultant shall provide a Project Administration Plan to direct, coordinate, and monitor the activities of the project with respect to budget, schedule and contractual obligations required to perform the task identified. The Project Administration Plan shall be updated as requested, but not more often than biweekly.

- **Project Schedule**

Consultant shall monitor and maintain a project schedule. Schedule updates will be provided on a monthly basis with invoices and progress reports.

- **Project Meetings**

In addition to the project kick off meeting, the consultant shall attend design meetings over the course of the project. Frequency of meetings to be determined in coordination with the City.

Task 1.2 – Concept Design

After reviewing City provided data, consultant shall determine if additional capacity is needed in the water quality vault to treat the Washington Street storm basin. Consultant will also provide feedback on proposed location of vault to ensure no conflicts with the Washington Street stormwater pipe replacement project.

Task 1.3 – Construction Document Design Package

Consultant shall review construction drawings and specifications associated with the water quality vault to verify design meets requirements for Washington Street pipe replacement project.

Project 2 – SE Washington Street Stormwater Pipe Replacement and Green Streets

Task 2.1 – Project Management and Coordination

- **Project Administration**

Consultant shall provide a Project Administration Plan to direct, coordinate, and monitor the activities of the project with respect to budget, schedule and contractual obligations required to perform the task identified. The Project Administration Plan shall be updated as requested, but not more often than biweekly.

Consultant shall initiate the project kickoff meeting. Consultant shall prepare an agenda for the kickoff meeting, invite necessary attendees, collect data, and discuss the schedule of the project.

- **Project Schedule**

Consultant shall monitor and maintain a project schedule. Schedule updates will be provided on a monthly basis with invoices and progress reports.

- **Project Meetings**

In addition to the project kick off meeting, the consultant shall attend design meetings over the course of the project. Frequency of meetings to be determined in coordination with the City.

Task 2.2 – Verification of Existing Project Conditions

Consultant shall submit a list of information to be collected and provided by the City. The provided information shall be reviewed by the Consultant to determine if it is sufficient for completion of the project objectives. If the information is not sufficient, the Consultant shall suggest alternatives.

Consultant is to conduct any field testing needed for green street design, including but not limited to infiltration testing.

The City will provide a current topographic survey of the site, any archived reports and the storm system model from the Master Plan.

Task 2.3 – Construction Plans

Consultant shall design the stormwater mainline replacement based on best engineering practices and principles. Consultant shall design grade, depth, and alignment of stormwater mainline, and other appurtenances as deemed necessary by the design engineer. Consultant shall analyze the adequacy of the downstream stormwater system with regard to this stormwater mainline and any other factors which may affect the efficient operation of the proposed stormwater mainline.

Consultant shall design proposed alignment to minimize Right of Way acquisition costs. Once the alignment has been designed, consultant shall inform city of property to be acquired, if any. Consultant shall draft the bid construction documents on behalf of the City. The Consultant's standard planset template shall be utilized for creating the bid planset for this project. Sheets in the planset shall include, but are not limited to: plan and profile views along the alignment of the stormwater mainline, City standard details (to be provided by the City), general construction notes (to be provided by the City), erosion control plan and notes, necessary details to show connection to the existing stormwater mainline, open discharge location, detention facilities, retaining walls (if required), and all appurtenance connections. Consultant shall electronically provide to the City drawings in both PDF and DWG format.

Task 2.4 – Final Bid Documents and Bid Support

Consultant shall draft the bid construction specifications using ODOT's standard construction specification and special provision template. Consultant will prepare for assembly with city documents for the construction bidding documents specifications for the subject Work. Consultant shall electronically provide to the City documents in both PDF and DOC format.

Consultant will provide bidding and negotiation support as follows:

- Assist City with bid item list using City provided boilerplate documents
- Respond to bidder questions
- Assist with evaluation of bids
- Attend pre-bid meeting

Task 2.5 – Utility Conflicts

Consultant shall identify all utility crossing conflicts and shall work with utility owners to resolve conflicts prior to construction. Storm pipes crossing under the rail line have been upsized in a prior project. City shall provide as-built records to Consultant.

Task 2.6 – Public Outreach and Engagement

Consultant shall assist City with project notification mailers at the 30% design and prior to construction. Consultant shall support City staff in one public meeting/open house and one stakeholder meeting.

Task 2.7 – Construction Support

Consultant will provide construction support and inspection services during the construction of the project. The services to be provided are as follows:

- Attend pre-construction meeting per bid package, if asked to by Contractor
- Review and respond to Contractor RFI's
- Final site visit at completion of project for written recommendation for final payment

Contingency Tasks

- **Task C.1 – Potholing for Utility Excavation**
Consultant will prepare an existing utility conditions map showing mapped utilities. The map will overlay current design information and identify locations of risk for utility conflicts. Where it is necessary to establish accurate vertical and horizontal coordinates of underground utility facilities, Consultant shall perform test hole surveys.
- **Task C.2 – Sanitary Sewer Locating**
Consultant will attempt to locate existing sanitary sewer laterals using CCTV equipment that can be tracked at the ground surface. This may include equipment launched from the sewer main or push cameras deployed from existing cleanouts. Video collected during this work will be recorded on digital video files. Locate marks noting the depth of the pipe will be provided at 25-foot intervals and at bends.
- **Task C.3 – Separate Main Street Bid Package**
Because of the large-scale development project that is currently being permitted and designed at the existing Bernard's Garage site, there may be the need to accelerate the construction of the storm pipe improvements along SE Main Street. This contingency task is for the preparation of a separate bid package for this work, including plans, specifications, special provisions, and cost estimate.

Authorized Reimbursable Expenses

No reimbursable expenses are anticipated for this project.

Schedule:

Consultant will perform the services by the date provided within the executed contract.

Exhibit "B"

WASHINGTON STREET STORM PIPE REPLACEMENT AND WATER QUALITY PROJECT SCOPE OF SERVICES - FINAL July 10, 2017

Environmental Science Associates (ESA) has prepared the following scope of services for **SE Main Street / SE Lake Road Water Quality Vault (Project 1)** and **SE Washington Street Stormwater Pipe Replacement and Green Street (Project 2)**. Services for these two projects include stormwater design, engineering, landscape architecture, utility coordination, public engagement, and construction documentation. In addition to services performed by ESA, MurraySmith will lead utility coordination for the project as a sub consultant.

Project 1 is on an expedited schedule and requires coordination with an ongoing City of Milwaukie project that involves roadway lowering along SE Lake Road. The bidding and construction of these projects is anticipated for late summer and fall of 2017.

Project 2 will follow a more traditional design schedule (30/60/90/Final) and is anticipated for construction in the summer of 2018.

The estimated fee for both of these projects is **\$443,563** (\$18,115 for Project 1 and \$425,448 - including contingency for Project 2). Please refer to **Table 1** and **Table 2** for a detailed breakdown of fees.

PROJECT 1 – SE MAIN STREET / SE LAKE ROAD WATER QUALITY VAULT

Project 1 Understanding

TriMet's Light Rail Orange line project requires stormwater management for an additional 104,328 square feet of impervious area. The City of Milwaukie is proposing to design and install a water quality filter vault system in the vicinity of SE Main Street and SE Lake Road to treat an equivalent amount of stormwater runoff from the existing conveyance network. It is understood that this water quality vault will be bid and constructed in conjunction with the proposed roadway lowering improvements associated with SE Lake Road. City of Milwaukie will be preparing the construction bid documents and ESA engineering staff will review the design packages for consistency with the design intent.

The sizing of this vault may accommodate additional flow to provide water quality treatment for impervious areas within the SE Washington Street basin that are not able to be managed upstream. **Task 2.2.3 - Preliminary Water Quality Assessment** in Project 2 will evaluate the need for additional treatment capacity for this vault. The timing of this task will be coordinated with the schedule for Project 1.

Tasks for this phase of the project are described below and in **Table 1**.

Task 1.1 Project Management and Coordination

Task 1.1.1 – Project Management and Administration

ESA will provide Project Management throughout the duration of the Project 1. This includes the work necessary to guide and direct the overall project team, monitoring progress, directing ESA's quality control activities. Specific project management activities include:

- Schedule, coordinate, and supervise ESA's project work
- Coordination with the City's project manager
- Provide telephone and email status updates
- Monitor the project budget
- Prepare and update project schedule

Task 1.1 Deliverables:

- Project Schedule and regular schedule updates

Task 1.1 Assumptions:

- Project invoicing and reporting will be provided as part of Task 2.1.2 as described under **Project 2**. While ESA intends to provide the City a single invoice for these two projects, the invoices will be broken down by task and project.
- Coordination meetings for this project are identified below in the individual task.
- The duration of this project is assumed to be six months

Task 1.2 Pre-Design

Task 1.2.1 – Review of Existing Documentation

ESA staff will review available project documentation which may include: existing site survey, the City's design and construction plans for SE Lake Road lowering, TriMet Design Plans, and other documentation that may affect the location of the proposed vault and is provided by the City.

Task 1.2.2 – Verify Site Conditions

ESA staff will review current site conditions and compare them to the existing survey and other existing documentation provided by the City.

Task 1.2.3 – Task Kick-off Meeting

ESA's Project Manager will coordinate with the City's Project manager to set up a kick-off meeting for the project. It is anticipated that this meeting will include key staff from both ESA and the City. The main goal of this meeting is to discuss how ESA's water quality vault design will integrate into the City's design package for the SE Lake Road lowering project.

Task 1.2 Deliverables:

- Meeting Notes
- List of any questions or discrepancies identified during this task work

Task 1.2 Assumptions:

- (3) ESA staff will attend the meeting which will last (2) hours and will be held at ESA or City of Milwaukie Offices.

Task 1.3 Concept Design Review**Task 1.3.1 – Evaluation of Vault Size and Location**

ESA will provide the City with the stormwater runoff rates that will flow through the system at the proposed vault location determined by the City and determine any additional filters that may be needed for upstream water quality as determined from Task 2.2. ESA will identify any conflicts with the proposed location and ensure that the proposed vault will be compatible with the Washington Street Stormwater portion of the project. ESA will provide the City with the sizes and the slopes for the new pipes associated with the construction of this vault.

Task 1.3.1 Deliverables:

- Brief technical and narrative describing the proposed vault size and location

Task 1.3.1 Assumptions:

- It is assumed that the largest vault with a built-in by-pass can hold up to 53 filter cartridges.

Task 1.4 Construction Document Design Packages**Task 1.4.1 – Construction Document Review**

ESA engineering staff will review the design drawings and specifications associated with the water quality vault during the design process. ESA will provide comments and redlines to the City staff to incorporate into the final design and bid packages.

Task 1.4 Deliverables:

- Review redlines and comments

Task 1.4 Assumptions:

- ESA will review two design packages, one at 90 percent and one final design prior to bidding.
- City of Milwaukie will prepare and stamp the construction documents (plans, specifications, and cost estimate)
- Fee estimate is based on a level of effort of 14 hours.

PROJECT 2 – SE WASHINGTON STREET STORMWATER PIPE REPLACEMENT AND GREEN STREETS

Project 2 Understanding

This Project addresses two of the Capital Improvement Projects (CIP) 6-1 Washington Street and 6-2 Washington Street Green Streets identified in the City of Milwaukie's 2014 Stormwater Master Plan.

CIP 6-1 Washington Street

The 21-inch storm pipe on SE Main Street near Kellogg Lake and the 18-inch storm pipes along SE Washington Street are under capacity, which is causing predicted flooding along SE Washington Street between SE Main Street and Highway 224 during the 10-year storm event.

This CIP includes the replacement of 239 feet of existing 21-inch concrete storm pipe with a 30-inch pipe along Main Street and the replacement of 3,312 feet of existing 18-inch concrete pipe with a 24-inch storm pipe along SE Washington Street between SE Main Street and Highway 224.

CIP 6-2 Washington Green Streets

The contributing area from SE Washington Street has been identified as a high pollutant load generating area and City Council has recently required stormwater runoff from all impervious areas within the City's right-of-way to be treated. The City prefers the use of vegetated stormwater facilities to underground treatment vaults. This project includes the design and construction of stormwater treatment facilities (both green street facilities and possibly underground treatment vaults) within the entire SE Washington Street drainage basin as defined in CIP 6-2. Green street facilities will be designed to be similar to those constructed by TriMet between SE 21st Avenue and SE 23rd Avenue.

Additionally, the City has identified localized flooding within the adjacent neighborhood streets south of Washington Street between SE 30th Avenue and SE 35th Avenue that they would like to also address in this project work, as the project budget allows. Addressing these flooding areas may include a combination of additional green street facilities and/or catch basin inlets.

ESA has developed the following tasks for this phase of the project described below with the associated fee estimate in **Table 2**.

Task 2.1 Project Management and Coordination

Task 2.1.1 – Project Management and Administration

ESA will provide Project Management throughout the duration of the Project 2. This includes the work necessary to guide and direct the overall project team, administering the contract with the City, monitoring progress, directing ESA's quality control activities. Specific project management activities include:

- Schedule, coordinate, and supervise ESA's project work
- Coordination with the City's project manager
- Develop and manage sub-consultant contracts
- Provide telephone and email status updates

- Monitor the project budget
- Prepare and update project schedule

Task 2.1.2 – Monthly Invoicing and Reporting

ESA's project manager and accounting staff will prepare monthly invoices that includes the number of hours and hourly rates for task activities performed by staff. The invoices will also include monthly sub-consultant costs. Each invoice package will include a progress report of task activities performed during the previous month, a list of upcoming deliverables, and any issues that need to be addressed. Duration of this project is anticipated to last 18 months.

Task 2.1.3 – Project Coordination Meetings

ESA's project manager will schedule and facilitate up to five project meetings during the design and engineering of the project. Below is a list of the anticipated project meetings covered by this task:

- A Project Kick-off Meeting,
- A meeting to review the Basis of Design Report (Task 2.3.1)
- A 30% Design Review Meeting
- A 60% Design Review Meeting
- A 90% Design Review Meeting

Each of these design meetings will last up to 2 hours in duration and will be attended by the appropriate design team staff. ESA will prepare agendas and summary notes for each of these meetings for the City to review and approve. This task also includes internal team meetings necessary to complete project work.

Task 2.1 Deliverables:

- Project Schedule and regular schedule updates
- Monthly invoice packages and progress reports by the 15th of each month
- Meeting agendas and summary notes

Task 2.1 Assumptions:

- Monthly Invoicing and Reporting will be consolidated for both Projects 1 and Project 2 in a single report.
- Coordination meetings will an average of (2) hours in length and will be attended by an average of (3) ESA staff.

Task 2.2 Verification of Existing Project Conditions

Task 2.2.1 – Verification of Survey and Existing Hydraulic Model

ESA engineering staff will review the existing topographical survey and compare the survey information against the pipe and structures identified in the existing hydraulic model. ESA will use the existing survey to review and verify the runoff conditions and drainage basins developed for the existing hydraulic model.

Task 2.2.2 – Review of Existing Site Conditions

ESA design staff will perform a windshield survey of the project extents and walk specific portions of the site that have known flooding issues and will include green street facilities.

Task 2.2.2 Deliverables:

- ESA will provide the City with a list any major discrepancies identified during the review of the site, survey, and hydraulic model that may pose a significant impact to the overall scope of the project.

Task 2.2.3 – Preliminary Water Quality Assessment

ESA will provide a preliminary water quality assessment to inform the sizing for SE Lake Road/ SE Main Street Water Quality vault (Project 1). ESA staff will quantify the impervious right-of-way area within in the SE Washington Street Basin that requires treatment. ESA design staff will determine the feasibility of treating this water within the project areas and determine how much extra capacity, if any, is needed for the water quality being designed and sized in Project 1. This work will be performed in a timely manner so that is can support the design and construction of Project 1.

Task 2.2.3 Deliverables:

- ESA will provide preliminary stormwater treatment breakdowns summary and figure of facility locations.

Task 2.2.3 Assumptions:

- ESA assumes that the existing survey and hydraulic model provide the necessary information to design and engineer this project. Any issues or concerns about the veracity of the existing data will be identified and discussed with the City's project manager.

Task 2.2.4 – Basin Infiltration Characterization

ESA will perform infiltration tests in accordance to the City of Portland's Stormwater Management Manual to characterize the infiltration and soil characteristics within the project area that will support the design of the proposed green street facilities. Infiltration tests will be performed at a depth of 3 feet that correspond to the anticipated green street planter design. Infiltration tests will be based on the encased falling head methodology. ESA will contract with a contractor to dig the test holes and provide the necessary water for these tests if the City cannot provide these services.

Task 2.2.4 Deliverables:

- ESA will provide a map indicating the location and infiltration rate measured at east test site.
- A characterization of the soil encountered at each test site.

Task 2.2.4 Assumptions:

- Up to 30 infiltration tests will be performed.
- The City will pay for any street permit fees necessary for the work.
- ESA and/or their contractor will prepare the necessary permit applications and utility locate requests.

Task 2.3 Preliminary Design (30% Design)Task 2.3.1 – Basis of Design Report

The purpose of the Basis of the Design Report is to summarize the recommended improvement elements for the project based on the review of the existing site conditions, preliminary review of the

hydraulic modeling, and an understanding of the project drivers including design storms, areas of known flooding, the preliminary water quality assessment, water quality standards, and the findings from the infiltration results. The report will:

- Include the findings from the preliminary hydraulic modeling, including drainage basins, catchment areas, and runoff volumes that will be used to size the new Washington Street conveyance pipe,
- Identify the site opportunities and constraints associated with the placement and sizing of the green street facilities,
- Describe other flooding or stormwater conveyance issues identified within the project corridor, and
- Provide a narrative list of project recommendations to be addressed in the project.

ESA will provide this report to City of Milwaukie staff for review and discussion prior to the initialization of the 30% design.

Task 2.3.2 – 30% Construction Drawings

Upon agreement of the project approach and elements described in the Basis of Design Report, ESA's design team will prepare the 30% design drawings. This design package will layout the plan and profile sheets (estimate 12 sheets) along entire stormwater conveyance pipe corridor at 1 inch = 20 feet scale. These plan and profile sheets will be used as the basis for the Utility Coordination described in Task 2.7. It is anticipated that there will be an additional six plan sheets outside of the main pipe corridor that will be used to address other flooding and drainage issues within the project.

Task 2.3.3 – Opinion of Probable Construction Costs

ESA engineers and design staff will identify preliminary construction quantities and the associated unit costs to develop an opinion of probable construction costs for this project. This construction cost opinion can be used as check-in to verify project budget.

Task 2.3 Deliverables:

- Basis of Design Report – two hard copy and one electronic pdf format.
- 30% Construction Drawings – four, half sized hard copies (11x17) and one electronic pdf set
- Opinion of Probable Construction Costs – Excel spreadsheet file

Task 2.3 Assumptions:

- Evaluation of drainage basins areas will be based on a desktop and field review of the City's drainage pipe network, existing topographic data, and the land use characteristics described in the Stormwater Master Plan.
- Green street design and sizing will be based on the City of Portland methodology for water quality treatment only.
- A review of contaminated soils is not included in this scope. The City of Milwaukie will provide the ESA team with any know information regarding contaminated soils that may affect the placement of green street facilities.

Task 2.4 60% Design**Task 2.4.1 – 60% PSE**

Upon the completion of the City's review of the 30% design package, ESA and City staff will have a design review meeting to discuss the comments from the 30% review. These comments will be incorporated into the preparation of the 60% design package.

The 60% design package will include the following plan sheets:

- Cover Sheet
- Construction Notes, Legend, and Abbreviations
- Erosion Control Plans and Details
- Utility Relocation and Demolition Plans
- Stormwater Plan and Profile
- Green Street Grading Plans
- Construction Details
- Landscaping Plans and Details

ESA will prepare draft technical construction specifications, quantities, and cost estimate to support the 60% design package.

Task 2.4.2 – Draft Design Report

ESA will prepare a Draft Design Report that documents the engineering calculations, analysis, and assumptions to support the design elements of the project. This report will include a design narrative, basin figures, summary table of pipe conveyance capacity and green street facility sizes, and appendix of calculations.

Task 2.4 Deliverables:

- 60% Construction Drawings – four, half sized hard copies (11x17) and one electronic pdf set
- Technical Specifications – four hard copies and one electronic copy in MSWord.
- Draft Cost estimate with quantities and unit costs – Excel spreadsheet file
- Draft Design Report – two hard copy and one electronic pdf format.

Task 2.4 Assumptions:

- The City will provide ESA with a consolidated set of 30% review comments on a single set of plans and specifications.

Task 2.5 90% Design**Task 2.5.1 – 90% PSE**

Upon the completion of the City's review of the 60% design package, ESA and City staff will have a design review meeting to discuss the comments from the 60% review. These comments will be incorporated into the preparation of the 90% design package.

ESA will update the technical construction specifications, quantities, and cost estimate to be consistent with the 90% design package.

Task 2.5.2 – Final Design Report

ESA will update and finalize the Design Report to address any City comments and to be consistent with the 90% design package.

Task 2.5 Deliverables:

- 90% Construction Drawings – four, half sized hard copies (11x17) and one electronic pdf set
- Technical Specifications – four hard copies and one electronic copy in MSWord.
- Updated cost estimate with quantities and unit costs – Excel spreadsheet file
- Final Design Report – two hard copy and one electronic pdf format.

Task 2.5 Assumptions:

- ESA will not provide an irrigation plan. The contractor will be responsible for providing temporary irrigation during planting establishment.
- Contactor will be responsible for preparing and submitting a construction management and traffic control plan for this project. ESA will work with the City staff to develop the requirements for this construction management plan for the contractor. These requirements will include construction phasing, requirements for roadway lane closures and traffic management, local access, site staging, and site restoration.
- The City will provide ESA with a consolidated set of 60% review comments on a single set of plans and specifications.

Task 2.6 Final Bid Documents and Bid Support

Task 2.6.1 – Final Plans and Specifications

Upon the completion of the City's review of the 90% design package, ESA and City staff will have a design review meeting to discuss the comments from the 90% review. These comments will be incorporated into the preparation of the final construction plans. ESA will update the technical construction specifications and special provisions based on comments and design revisions from the 90% review.

Task 2.6.2 – Bid Form and Bid Book Coordination

ESA will assist the City's project manager with the preparation of the Construction Bid Form and Bid Book. ESA will provide a list of bid items and quantities and review the final bid book to ensure that it is consistent with final design plans and specifications

Task 2.6.3 – Respond to Bidder Questions

ESA will assist the City's project manager with any questions that come up during the project bidding. ESA staff will attend the pre-bid meeting and prepare any written responses to bidder questions. ESA will also assist in preparing (1) addendum for the bid package, as needed.

Task 2.6 Deliverables:

- Final Construction Drawings – Scanned full-size stamped and signed electronic drawing set to be included into the City's Bid Documents
- CAD File of final construction drawings
- Final Technical Specifications – One electronic copy in MSWord.
- Bid List of materials and associated quantities – Excel spreadsheet file
- Written responses to bidder questions.
- Assist in preparing (1) addendum for bid package, if needed.

Task 2.6 Assumptions:

- The City will lead the preparation of the Bid Book. ESA will provide the City with the Bid Form and Technical Specifications.
- Construction specifications and special provisions will use ODOT Template
- The City will provide ESA with a consolidated set of 90% review comments on a single set of plans and specifications.
- The fee estimate for Task 2.6.3 is based on a 40 hours of effort.

Task 2.7 Utility Coordination

ESA's sub-consultant, MurraySmith will be leading the tasks for utility coordination.

Task 2.7.1 – Utility Coordination

- Identify utilities within the project limits and obtain and review their system mapping. Verify system mapping consistency with project base-mapping.
- Conduct a utility reconnaissance of the project area to determine visual evidence of underground and aboveground utility facilities and confirm utility-provided facility maps and project basemap completeness.
- Serve as Single Point of Contact through the design phase of the project for utilities in addressing their need for project information and design requests, including distribution of design plans. Serve as liaison between utilities and the Project Design Team. Identify and discuss with each utility special requirements associated with their facility relocation or modification. Assume up to 1 hour per week for utility provider coordination throughout the project duration. Approximately 12 months.

Task 2.7.2 – Utility Meetings

- Prepare for and attend up to four meetings for strategizing and planning utility coordination and relocations with City and/or Project Design Team.

- Organize group or individual utility meetings as necessary to provide latest overall project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and storm sewer facility construction sequencing. Organize up to 5 individual or group utility meetings. Prepare and transmit meeting agendas and meeting minutes to all concerned parties.

Task 2.7.3 – Conflict Identification, Analysis and Recommended Resolution

Identify and analyze utility conflicts, compile and distribute utility conflict lists involving aboveground, surface and underground conflicts, and make conflict resolution recommendations to utilities.

- Produce utility conflict plan sheets based on preliminary (~30%) design plans and accompanying utility conflict spreadsheets indicating, but not limited to, conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. Assume eight different utility operators.
- Revise conflict analysis and conflict spreadsheets based on 60% design plans.
- Revise conflict analysis and conflict spreadsheets based on 90% design plans.

Task 2.7.4 – Conflict Notification and Utility Relocations

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

- Prepare and deliver to each involved utility owner a Conflict Notice with attached conflict list and map. Follow up on conflict notification. Assume up to eight different utility operators. Notice will require a utility response in the form of a proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.
- Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the Project. Provide written approval of each utility's relocation plan. Up to eight total reviews will be performed for the utilities' relocation plans.

Task 2.7 Deliverables:

- Meeting agendas and summaries for each utility meeting.
- Preliminary utility conflict analysis based on 30% plans within 20 days of 30% submittal.
- 60% utility conflict analysis based on 60% plans within 20 days of 60% submittal.
- 90% utility conflict analysis based on 90% plans within 20 days of 90% submittal.
- Conflict notice letters and attachments for each utility.

- Review and comments on utility relocation plans.

Task 2.7 Assumptions:

- Meeting agendas and summaries for each utility meeting.
- It is assumed that the following utilities, municipalities, or other public or commercial entities may have utility facilities within the project area: City of Milwaukie, NW Natural, Portland General Electric, Comcast, CenturyLink, Electric Lightwave, Clackamas County DOT, Frontier Communications, and Portland & Western RR.
- No coordination with the railroad will be required for this project
- City will provide utility plans, GIS, and other supporting documentation for City-owned utilities potentially affected by this project and pertinent utility system mapping and agreements in its possession.
- Utilities will provide designating and locating information for their facilities at their expense.
- Additional right-of-way and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.

Task 2.8 Public Outreach and Engagement

ESA's design team will assist the City of Milwaukie with the public outreach and public engagement efforts associated with this project. We understand that the City anticipates submitting a preliminary project notification to project neighbors and stakeholders shortly after the 30% design, holding a public meeting/open house between the 60% and 90% design milestones, and providing a notification of the proposed construction notifications prior to construction. Stakeholders for this project include, but are not limited to the St. John the Baptist Catholic Church, the Milwaukie High School, businesses within historic downtown, and the neighborhood residents within the eastern portion of the project area.

Task 2.8.1 – Development of Project Figures and Presentation Boards

ESA's engineering and landscape architect staff will assist the City in preparing graphical figures that can be including into the City's project mailings and notifications. ESA's design staff will also prepare colored renderings and display boards that to be used at the City's public Meeting and Open House.

Task 2.8.2 – Stakeholder Meetings and Open House

ESA's design staff will support the City and participate in one public meeting/open house and one additional stakeholder meeting. We anticipate that these meetings will be up to 2 hours in duration.

Task 2.8 Deliverables:

- Up to (6) graphic figures and/or projects maps to be included into the City's project mailings and notifications.
- Up to (8) colored displayed boards to be used during the project's open house and stakeholder meeting.

Task 2.8 Assumptions:

- The City will initiate and organize the Public Outreach and Engagement events.
- Only two meetings (one open house and an additional stakeholder meeting) are estimated for this task.

Task 2.9 Construction Administration

ESA will provide Construction Administration (CA) services during the construction of the project. The CA services to be provided are as follows:

- Attend pre-construction meeting per bid package, if asked to by Contractor
- Review and respond to Contractor RFI's
- Final site visit at completion of project

Task 2.9 Deliverables:

- RFI responses
- Written recommendation for final payment to contractor.

Task 2.9 Assumptions:

- Task does not include construction inspection services
- Fee estimate for this task is based on a total of 90 hours of effort

Task 2.10 Contingency Tasks

ESA's design team identified the following contingency tasks for this project.

Task 2.10.1 – Exploratory Excavation for Utility Locating

Consultant will prepare an existing utility conditions map showing mapped utilities. The map will overlay current design information and identify locations of risk for utility conflicts. Where it is necessary to establish accurate vertical and horizontal coordinates of underground utility facilities, Consultant shall perform test hole surveys. Test holes must be excavated to a depth of eight (8) feet or less. Pothole locations will be selected based on risk of conflict. Consultant will complete up to ten (10) individual utility potholes on an as-needed basis to determine existing utility locations.

Task 2.10.1 Deliverables:

- Street opening permit application and associated traffic control plan
- Utility pothole site plan
- Field report and field measurement data

Task 2.10.1 Assumptions:

- This task may be initiated by the City after the 30% design work is completed

- City will pay street opening permit fees if required
- Traffic control plans will be submitted two weeks before work begins
- The subsurface material is not contaminated and no testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products
- Excavated material from potholes will be removed from the site
- The potholes will be abandoned and backfilled per Oregon Department of Water Resources regulations. All potholes through pavement will be patched with cold patch asphalt emulsion, or quick set PCC as appropriate
- Potholing, less ESA's team's coordination time, will be charged as a project expense and on a per each basis so the City will only pay for potholing completed. Unit price per each assumes all potholes will be completed during single contractor mobilization. The unit price does not apply for multiple mobilizations

Task 2.10.2 Sanitary Sewer Lateral Locating

Consultant will attempt to locate existing sanitary sewer laterals using CCTV equipment that can be tracked at the ground surface. This may include equipment launched from the sewer main or push cameras deployed from existing cleanouts. Video collected during this work will be recorded on digital video files. Locate marks noting the depth of the pipe will be provided at 25-foot intervals and at bends. Locate marks will be transcribed into the project survey by ESA's engineering staff.

Deliverables:

- Lateral locate marks and digital video files for up to fourteen (14) laterals.

Assumptions:

- CCTV and lateral launching, less ESA's team's coordination time, to be paid as a project expense, and completed by others.
- Up to fourteen laterals will be investigated.
- Laterals will be located within the right of way only.
- A reasonable attempt will be made to locate each lateral, but multiple pipe bends or obstructions may cause the locates to be incomplete.
- If a sewer lateral cannot be located from the main using a lateral launcher, then a cleanout may be used to locate the lateral. An attempt will be made to find a cleanout and the City will be notified if none is found.

Deliverables:

- Lateral locate marks and digital video files for up to fourteen (14) laterals.

Task 2.10.3 Separate Bid Package for SE Main Street

Because of the large-scale development projects that are currently being permitted and designed, there may be the need to accelerate the construction of the storm pipe improvements along SE Main Street. This contingency task is for the preparation of a separate bid package for this work, including plans, specifications, special provisions, and cost estimate

Task 2.10.3 Deliverables:

- Final Construction Drawings – Scanned full-size stamped and signed electronic drawing set to be included into the City's Bid Documents
- Final Technical Specifications – One electronic copy in MSWord.
- Bid List of materials and associated quantities – Excel spreadsheet file
- Final Design Report, Signed and Stamped – one hard copy and one electronic pdf format.

Task 2.10.3 Assumptions:

- The City will lead the preparation of the Bid Book. ESA will provide the City with the Bid Form and Technical Specifications.
- Construction specifications and special provisions will use ODOT Template



2.7 Utility Coordination

Task 2.7.1 - Utility Coordination										22	64	86	\$12,094		
Task 2.7.2 - Utility Meetings	6									10	32	48	\$6,940		
Task 2.7.3 - Conflict Identification, Analysis, Resolution	2	8	12					1		22	86	131	\$17,801		
Task 2.7.4 - Conflict Notification and Utility Relocations	2	8	12							16	56	94	\$12,602		
														\$150	\$49,587

2.8 Public Outreach and Engagement

Task 2.8.1 - Development of Figures and Boards			16	50	24	80							172	\$17,380		
Task 2.8.2 - Stakeholder Meetings and Open House	8	4			6	4							22	\$3,030		
															\$800	\$21,210

2.9 Construction Administration

Task 2.9 - Construction Administration			8	40	20	16	6						90	\$11,040		
															\$100	\$11,140

2.10 Contingency Tasks

Task 2.10.1 - Utility Locates and Potholing			2	8							2	26	38	\$5,214	\$11,536	\$16,750
Task 2.10.2 - Sanitary Sewer Locates			1	12	24						2	16	55	\$6,489	\$8,500	\$14,989
Task 2.10.3 - Separate Bid Package for SE Main Street			4	24	40	10	20						98	\$10,670	\$250	\$10,920

Total Hours without Contingency	24	276	620	1226	192	346	39	3	94	238	3058					
Total Labor Cost without Contingency	\$5,160	\$48,300	\$80,600	\$116,470	\$24,000	\$31,140	\$3,120	\$621	\$14,758	\$32,130	\$356,299	\$15,350	\$382,789			

With Contingency

Total Hours with Contingency	24	291	704	1310	218	372	39	3	98	280	3338					
Total Labor Cost with Contingency	\$0	\$6,984	\$12,672	\$0	\$0	\$0	\$936	\$0	\$1,176	\$0	\$331,540	\$35,486	\$425,448			



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER NEGOTIATIONS ON COMPENSATION AND SCOPE OF SERVICES WITH THE SELECTED ENGINEERING FIRM FOR THE WASHINGTON STREET STORM REPLACEMENT PROJECT.

WHEREAS, the City of Milwaukie 2014 Master Stormwater Plan, identified the existing storm system in Washington Street as under capacity and without water quality treatment; and

WHEREAS, the projects needed to address stormwater quality and quantity were included in the 2017-2022 Capital Improvement Plan adopted by City Council; and

WHEREAS, it is in the City of Milwaukie’s best interest to contract out the engineering services for the design; and

WHEREAS, a formal competitive Request for Qualifications process following Public Contract Rule 70.015; and

WHEREAS, Environmental Science Associates (ESA) is recommended as the most qualified firm for the project.

Now, Therefore, be it Resolved that the City Council, acting as the Local Contract Review Board, authorizes the City Manager or her designee to negotiate a contract for engineering services to the most qualified candidate in accordance with Chapter 70.015C of the City’s Public Contracting Rules.

Introduced and adopted by the City Council on 5/16/17.

This resolution is effective on 5/16/17.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney



CITY OF MILWAUKIE

COUNCIL RESOLUTION No. 70-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR ENGINEERING SERVICES FOR THE WASHINGTON STREET STORM REPLACEMENT PROJECT.

WHEREAS, the City of Milwaukie 2014 Master Stormwater Plan identified the existing storm system in Washington Street as under capacity and without water quality treatment; and

WHEREAS, the projects needed to address stormwater quality and quantity were included in the 2017-2022 Capital Improvement Plan adopted by City Council; and

WHEREAS, it is in the City of Milwaukie's best interest to contract out the engineering services for the design; and

WHEREAS, a formal competitive Request for Qualifications process following Public Contract Rule 70.015 was followed; and

WHEREAS, Environmental Science Associates (ESA) is recommended as the most qualified firm for the project; and

WHEREAS, Resolution Number 56-2017 was passed by City Council authorizing the City Manager or her designee to enter negotiations on compensation and scope of services with the selected engineering firm, ESA.

Now, Therefore, be it Resolved that the City Council, acting as the Local Contract Review Board, authorizes the City Manager to execute a personal services contract for engineering services for the Washington Street Storm Replacement with Chapter 70.015 of the City's Public Contracting Rules in an amount Not to Exceed \$400,904 with ESA.

Introduced and adopted by the City Council on 7/18/17.

This resolution is effective on 7/18/17.

Lisa Batey, Council President

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Chris Kelley PHONE (A/C, No, Ext): 415-402-6521 E-MAIL ADDRESS: ckelley@wsandco.com	FAX (A/C, No): 415-989-9923	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ENVISCI-01 Environmental Science Associates 550 Kearny Street, Ste 800 San Francisco, CA 94108	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Specialty Insurance Company		37885
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1072158464

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

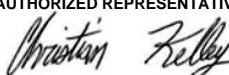
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: No Deductible	Y		GEC001336714	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> No Ded.	Y		AEC001336514	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UEC001336614	1/1/2017	1/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WEC001337414	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Cov. A. Claims Made Retro Date: 10/1/89			PEC001336814	1/1/2017	1/1/2018	Each Occurrence: \$2,000,000 Aggregate: \$2,000,000 Retention: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

D170195.00; City of Milwaukie, Washington Street Storm Pipe Replacement. The City of Milwaukie, its officers, directors and employees and volunteers are named additional insured on General Liability and Auto Liability coverages per endorsements attached. Coverage is primary & non-contributory per endorsement attached. Separation of Insureds is included in the policy contract. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Milwaukie Attn: Finance 10722 SE Main Street Milwaukie OR 97222	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

ENDORSEMENT #004

This endorsement, effective 12:01 a.m., January 1, 2017 forms a part of Policy No. AEC001336514 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by XL Specialty Insurance Company - US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
 - b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
 - c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.
- B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.
- C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

ENDORSEMENT #006

This endorsement, effective 12:01 a.m., January 1, 2017 forms a part of Policy No. GEC001336714 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #007

This endorsement, effective 12:01 a.m., January 1, 2017 forms a part of Policy No. GEC001336714 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #010

This endorsement, effective 12:01 a.m., January 1, 2017 forms a part of Policy No. GEC001336714 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.



ENVISCI-05

MCGRAWM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Ali Smith
	PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288
	E-MAIL ADDRESS: Ali.Smith@ioausa.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : RLI Insurance Company NAIC # 13056
	INSURER B : Mt Hawley Insurance Company 37974
	INSURER C : Greenwich Insurance Company 22322
	INSURER D :
	INSURER E :
	INSURER F :

INSURED
Environmental Science Associates
550 Kearny St., Suite 800
San Francisco, CA 94108

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	PSB0007416	01/01/2018	12/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Coll.: \$1,000 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Comp.: \$1,000	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	PSA0002468	01/01/2018	12/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PSE0003196	01/01/2018	12/01/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N/A	PSW0004135	01/01/2018	12/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Liab/Ded. \$100k		PEC001336815	01/01/2018	12/01/2018	Per Claim/Aggregate \$ 5,000,000
C	Poll Liab/Ded. \$100k		PEC001336815	01/01/2018	12/01/2018	Occurrence/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
D170195.00; City of Milwaukie, Washington Street Storm Pipe Replacement. The City of Milwaukie, its officers, directors and employees and volunteers are named additional insured on General Liability and Auto Liability coverages per endorsements attached. Coverage is primary & non-contributory per endorsement attached. Separation of insureds is included in the policy contract. 30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

<p>City of Milwaukie Attn: Finance 10722 SE Main Street Milwaukie, OR 97222</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>T. Kelly Howell</i></p>
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Named Insured: Environmental Science Associates

Policy Number: PSW0004135

Insurance Company: RLI Insurance Company

Countersigned By _____